IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Candace Louise Curtis	§	
Rik Wayne Munson	§	
Private Attorneys General Plaintiffs	§	
	§	
vs.	§	
	§	Civil Action No._____
Candace Kunz-Freed	§	
Albert Vacek, Jr.	§	
Bernard Lyle Mathews III	§	
Neal Spielman	§	
Bradley Featherston	§	
Stephen A. Mendel	§	
Darlene Payne Smith	§	
Jason Ostrom	§	
Gregory Lester	§	
Jill Willard Young	§	
Christine Riddle Butts	§	
Clarinda Comstock	§	
Toni Biamonte	§	Demand for Jury Trial
Bobbie Bayless	§	
Anita Brunsting	§	
Amy Brunsting	§	
Does 1-99	§	
Defendants in their individual capacities	§	

United States Courts
Southern District of Texas
FILED

JUL 05 2016

David J. Bradley, Clerk of Court

VERIFIED COMPLAINT FOR DAMAGES

1. 18 U.S.C. §1962 (c) Violations of the Racketeer Influenced Corrupt Organization Act involving multiple predicate acts that include both spoke and hub, and chain conspiracies.
2. 18 U.S.C. §1962 (d) Conspiracy to violate 18 U.S.C. §1962 (c)
3. 42 U.S.C. §1983 Substantive Due Process State Actor Conspiracy Against Civil Rights;
4. 42 U.S.C. §1985 Conspiracy to Deny Equal Protection of Law;
5. 18 U.S.C. §242 Conspiracy to deprive plaintiff of impartial forum;
6. Breach of Fiduciary to the Public Trust;
7. In Concert Aiding and Abetting Breach of Fiduciary both Public and Private;
8. In Concert Aiding and Abetting Misapplication of Fiduciary; and,
9. The right of claims provided at 42 U.S.C. §1988(a), 18 U.S.C. §1964 (c) and Rule 10b-5 Securities Exchange act of 1934 (17 C.F.R. §240.10b-5) and the right of private claims implied therefrom.

This lawsuit raises concerns affecting the public interest

I. Verified Complaint

1. COMES NOW Rik Wayne Munson and Candace Louise Curtis, Plaintiffs in the above-styled and numbered cause, filing this Complaint against Defendants: Candace Kuntz-Freed, Albert Vacek Jr., Bernard Lyle Mathews III, Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, Christine Riddle Butts, Clarinda Comstock, Toni Biamonte, Bobbie Bayless, Anita Brunsting, Amy Brunsting and Does 1-99 (collectively, "Defendants") and in support thereof would show unto the Court the following matters and facts. Plaintiffs have personal knowledge and are also informed and believe and therefore aver that:

II. Jurisdiction

2. Jurisdiction of this Honorable Court is invoked pursuant to 28 USC §1331 and 18 U.S.C. 1964 (c), as the substantive claims in this action raise federal questions arising under the Racketeering Influenced Corrupt Organizations Act (RICO) 18 U.S.C. §1961–1968 and the right of claims at 18 U.S.C. §1964(c) (civil remedy for RICO violations) and under 42 U.S.C. §§1983 and 1985 (remedies for color of official right and other Civil Rights violations).

3. This Court has supplemental jurisdiction over the state law and common law tort claims under 28 U. S. C. §1367(a), because the claims arise out of the same controversy, transactions and occurrences.

4. This Court has supplemental jurisdiction pursuant to the Federal Declaratory Judgment Act of 1946: Title 28 United States Code §§2201-2202, RICO 18 U.S.C. § 1965(a), (b), and (d); and Rules 57 and 65 of the Federal Rules of Civil Procedure; and pursuant to the general legal and equitable powers of this Court.

5. This Court also has supplemental jurisdiction over the subject matter of this action pursuant to Section 27 of the Exchange Act[1] (15 U.S.C. §78aa) and exclusive jurisdiction over these claims, as this action also arises under Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5) and the right of private claims implied therefrom.

6. Venue is proper in the Southern District of Texas under 28 USC §1391(a)(1), because all of the events herein complained of occurred in the Southern District of Texas and elsewhere within the jurisdiction of the Court.

III. Parties

7. Plaintiffs incorporate by reference herein all allegations set forth above, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth.

DEFENDANTS

8. Defendant Candace Kuntz-Freed is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Candace Kuntz-Freed
9545 Katy Freeway, Suite 390,
Houston, Texas 77024

At all times material to this complaint Defendant Candace Kunz-Freed was a person, attorney with the Vacek Law firm, a partner in Vacek & Freed PLLC and also a Texas Notary Public, engaged in the practice of law at 11777 Katy Freeway, Suite 300 South, Houston, Texas 77079-9545.

9. Defendant Albert Vacek Jr. is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

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[1] Securities Exchange Act of 1934, 15 U.S.C. §§78a-78kk (1982)

Albert Vacek, Jr.
11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

At all times material to this complaint Defendant Albert Vacek Jr. was a person, attorney with the Vacek Law firm and a partner in Vacek & Freed PLLC engaged in the practice of law at 11777 Katy Freeway, Suite 300 South, Houston, Texas 77079.

10. Defendant Bernard Lyle Mathews III. is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Bernard Lyle Mathews III
11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

At all times relevant to this complaint Defendant Bernard Lyle Mathews III was a person, an attorney with the Vacek Law firm a.k.a. Vacek & Freed PLLC, engaged in the practice of law at 11777 Katy Freeway, Suite 300 South, Houston, Texas 77079.

11. Defendant Neal E. Spielman is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Neal E. Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079

At all times material to this complaint Defendant Neal E. Spielman was a person engaged in the practice of law at 1155 Dairy Ashford, Suite 300, Houston, Texas 77079.

12. Defendant Bradley Featherston is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Bradley E. Featherston
Featherston Tran PLLC
20333 State Highway 249, Suite 200
Houston, Texas 77070

At all times material to this complaint Defendant Bradley Featherston was a person engaged in the practice of law at The Mendel Law Firm, L.P., 1155 Dairy Ashford, Suite 104, Houston, Texas 77079.

13. Defendant Stephen A. Mendel is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Stephen A. Mendel
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079

At all times material to this complaint Defendant Stephen A. Mendel was a person engaged in the practice of law at 1155 Dairy Ashford, Suite 104 Houston, Texas 77079

14. Defendant Darlene Payne Smith is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Darlene Payne Smith
Crain, Caton & James
Five Houston Center, 17th Floor
1401 McKinney, Suite 1700
Houston, Texas 77010

At all times material to this complaint, Defendant Darlene Payne Smith was a person engaged in the practice of law at 1401 McKinney, Suite 1700, Houston, Texas 77010.

15. Defendant Jason Ostrom is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Jason Ostrom
Ostrom Morris, PLLC
6363 Woodway, Suite 300
Houston, Texas 77057

At all times relevant to this complaint, Defendant Jason Ostrom was a person engaged in the practice of law at 5020 Montrose Blvd., Suite 310, Houston, Texas 77079.

16. Defendant Gregory Lester is an adult resident citizen of Texas with a principal place of business in Harris County, Texas and may be served with process at:

Gregory Lester
955 N Dairy Ashford Rd # 220
Houston, Texas 77079

At all times material to this complaint Defendant Gregory Lester was a person engaged in the practice of law at 955 N Dairy Ashford Rd # 220, Houston, Texas 77079.

17. Defendant Jill Willard Young is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Jill Willard Young
MacIntyre, McCulloch, Stanfield and Young LLP
2900 Weslayan, Suite 150
Houston, Texas 77027

At all times material to this complaint Defendant Jill Willard Young was a person engaged in the practice of law at 2900 Weslayan, Suite 150, Houston, Texas 77027.

18. Defendant Christine Riddle Butts is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Christine Riddle Butts
Harris County Civil Courthouse
201 Caroline
Houston, Texas 77002

At all times material to this complaint, Defendant Christine Riddle Butts was a person, an elected State official occupying the office of Judge of Harris County's Probate Court No. 4, a position of public trust charged with the preservation of public justice, liable in her individual capacity for the non-judicial acts complained of herein.

19. Defendant Clarinda Comstock is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Clarinda Comstock
Harris County Civil Courthouse
201 Caroline
Houston, Texas 77002

At all times material to this complaint, Defendant Clarinda Comstock was a person, an Associate Judge of Harris County Probate Court No. 4, a position of public trust charged with the preservation of public justice, liable in her individual capacity for the non-judicial acts complained of herein.

20. Defendant Toni Biamonte is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Toni Biamonte
Office of the Court Reporter
Harris County Civil Courthouse
201 Caroline
Houston, Texas 77002

At various times relevant to this Complaint, Defendant Toni Biamonte was a person, employed as an Official Court Reporter at the Harris County Civil Courthouse, 201 Caroline, Houston, Texas 77002.

21. Defendant Bobbie Bayless is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Bobbie G. Bayless
2931 Ferndale
Houston, Texas 77098

At all times material to this complaint, Defendant Bobbie G. Bayless was a person engaged in the practice of law at 2931 Ferndale Houston, Texas 77098.

22. Defendant Anita Brunsting is an individual person, resident citizen of Victoria County, Texas, not a state actor, and may be served with process at:

Anita Kay Brunsting
203 Bloomingdale Circle
Victoria, Texas 77904

23. Defendant Anita Brunsting owes fiduciary obligations to Plaintiff Curtis and has breached those fiduciary duties. Each of the above named Defendants were fully aware of the fiduciary duties Anita Brunsting owed to Plaintiff Curtis when they aided and abetted Anita's breach of those fiduciary duties.

24. Defendant Anita Brunsting is proximately related to Harris County Probate Court, an enterprise which engages in and the activities of which affect interstate and foreign commerce, through her attorneys: Co-Defendants, Bradley Featherston and Stephen Mendel and co-conspirator Defendant Candace Kuntz-Freed.

25. Defendant Amy Brunsting is an individual person, resident citizen of Comal County, Texas, not a state actor, and may be served with process at:

Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, Texas 78132

26. Defendant Amy Brunsting owes fiduciary obligations to Plaintiff Curtis. Each of the above named Defendants was fully aware of the fiduciary duties owed to Plaintiff Curtis by Amy Brunsting when they aided and abetted Amy's breach of those fiduciary duties.

27. Defendant Amy Brunsting is proximately related to Harris County Probate Court, an enterprise which engages in and the activities of which affect interstate and foreign commerce, through her attorney, Defendant Neal Spielman and co-conspirator Defendant Candace Kuntz-Freed.

28. At all relevant times, each RICO Defendant above-named was a "person" within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).

PLAINTIFFS

29. Plaintiff Candace Louise Curtis (Curtis) is a citizen resident of California and, as set forth in the following paragraphs of this Complaint, Plaintiff Curtis has standing to bring this action as provided at 18 U.S.C. 1964(c) because she has suffered concrete financial injury to her business and property rights proximately caused by the Defendants' conspiracy to violate 18 U.S.C. §1962(c) as set forth in this Complaint.

30. At all times material to this complaint Plaintiff Curtis was a citizen resident of California and, as set forth in the following paragraphs of this Complaint, is actively engaged in defending her property interests in Harris County Texas Probate Court No. 4, an enterprise which engages in and the activities of which affect interstate and foreign commerce, and has standing to bring this action as provided at 18 U.S.C. 1964(c) and 42 U.S.C. §§1983, 1985 and 1988(a) having suffered tangible injury to business and property as the actual and proximate result of Defendants' color of law criminal conduct.

31. Plaintiff Curtis is a member of the body politic of this nation, entitled to and having a property interest in honest government and, because the issues raised herein affect the public interest at large, Plaintiff Curtis also has standing to bring this action on behalf of the public trust as a Private Attorney General, under the Racketeer Influenced Corrupt Organization Statutes, codified at 18 U.S.C. §§1961-1968 as hereinafter more fully appears.

32. At all times material to this complaint Plaintiff Rik Wayne Munson (Munson) was a citizen resident of California. Plaintiffs Munson and Curtis have been domestic partners for nine years, with overlapping business activities. Munson has also suffered tangible harm to his business and property proximately caused by Defendants' criminal color of law conduct.

33. Munson is a member of the body politic of this nation, entitled to and having a property interest in honest government and, because the issues raised herein affect the public interest at large, Munson also has standing to bring this action on behalf of the public trust as a Private Attorney General, under the Racketeer Influenced Corrupt Organization Statutes, codified at 18 U.S.C. §§1961-1968 as hereinafter more fully appears.

34. Plaintiffs can be served at 218 Landana Street, American Canyon, California 94503-1050.

IV. CLAIM 1
18 U.S.C. §1962(d) the Enterprise

Harris County Probate Court No. 4

35. At all times material to this Complaint:

36. Harris County Probate Court No. 4 constituted an "enterprise" within the meaning of Title 18 United States Code Section 1961(4), (hereinafter, "the enterprise"), a legal entity, which was engaged in, and the activities of which affected interstate and foreign commerce.

37. Harris County Probate Court was created by statute to administer, apply, and interpret the laws of the State of Texas in a fair and unbiased manner without favoritism, extortion, improper influence, personal self-enrichment, self-dealing, concealment, or conflicts of interest.

38. As a statutory state probate court the Harris County Probate Court was involved in various aspects of interstate and foreign commerce including, but not limited to, the adjudication of lawsuits involving parties residing or based outside the state of Texas; lawsuits involving properties in other states and in foreign nations; lawsuits involving property under the control of corporations, insurance companies, and other large business entities that conduct national and international business and pay litigation costs, judgments, and settlements, out of

funds derived from doing national and international business affecting interstate and foreign commerce.

39. As a statutory state probate court the Harris County Probate Court has original jurisdiction in cases involving the settling of estates that include titles to land, control over securities, control of large monetary sums, and other matters in which jurisdiction was not placed in another trial court.

40. As a statutory state probate court the Harris County Probate Court was involved in various aspects of interstate and foreign commerce including, but not limited to the settling of estates and the distribution of assets that included real property located in foreign states and countries, along with securities traded under the laws of the United States, and assets held by federally insured banks and brokerage companies.

The Vacek Law Firm a.k.a. Vacek & Freed PLLC

41. The Vacek Law Firm, also known as Vacek & Freed PLLC constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4), a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

42. Defendants Albert Vacek Jr. and Candace Kuntz-Freed were employed by or associated with The Vacek Law Firm.

The Mendel Law Firm, LP

43. The Mendel Law Firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4), a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

44. Defendants Bradley Featherston and Stephen Mendel were employed by or associated with The Mendel Law Firm.

Griffin & Matthews

45. The Griffin & Matthews law firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4), a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

46. Defendant Neal Spielman was employed by or associated with the Griffin & Matthews law firm.

Crain, Caton & James

47. The Crain, Caton & James law firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4), a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

48. Defendant Darlene Payne Smith was employed by or associated with the Crain, Caton & James law firm.

Bayless & Stokes

49. The Bayless & Stokes law firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4) a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

50. Defendant Bobbie Bayless was employed by or associated with the Bayless & Stokes law firm.

MacIntyre, McCulluch, Stanfied & Young LLP

51. The MacIntyre, McCulluch, Stanfied & Young L.L.P Law firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4) a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

52. Defendant Jill Willard Young was employed by or associated with the MacIntyre, McCulluch, Stanfied & Young LLP law firm.

V. Enterprise in Fact Association

53. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth.

54. At all times material to this complaint:

55. Defendants Candace Kuntz-Freed, Albert Vacek Jr., Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, and Bobbie Bayless, were attorneys and officers of the Court practicing in the Harris County Probate Court, a legal entity, which was engaged in, and the activities of which affected interstate and foreign commerce in the Southern District of Texas and elsewhere within the Jurisdiction of the Court and were thus state actors within the meaning of 42 U.S.C. §1983 and 18 U.S.C. §1951, liable in their individual capacities.

56. At various times material to this complaint Defendants Candace Kuntz-Freed, Albert Vacek Jr., Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, Christine Riddle Butts, Clarinda Comstock, and Bobbie Bayless, were persons associated together in fact for the common purpose

of carrying out an ongoing criminal enterprise, as described in this Complaint; namely, through a multi-faceted campaign of lies, fraud, threats and official corruption in furtherance of a conspiracy involving a pattern of racketeering activity, constituting various "enterprise in fact associations" as defined in Title 18 United States Code Section 1961(4), which engaged in, and the activities of which affected interstate and foreign commerce. (See Boyle v. United States, 129 S. Ct. 2237, (2009)).

Harris County Tomb Raiders a.k.a. The Probate Mafia

57. At all times material to this complaint the "Harris County Tomb Raiders" (HCTR) was a secret society of persons, both known and unknown to Plaintiffs, associated together in fact for the common purpose of carrying out an ongoing criminal theft enterprise, as described in this Complaint; namely, through a multi-faceted campaign of lies, fraud, threats, and official corruption in furtherance of a conspiracy involving a pattern of racketeering activity as hereinafter more fully appears.

58. All Public Actor Defendants are believed to be regular participants in this secret society.

CLAIM 2
The Racketeering Conspiracy 18 U.S.C. 1962(C)

59. From various unknown dates, and continuing thereafter up to and including July 2008, and continuing thereafter up to and including March 9, 2016 and continuing thereafter, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, the Defendants: Candace Kuntz-Freed, Albert Vacek Jr., Bernard Lyle Mathews III, Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, Christine Riddle Butts, Clarinda Comstock, Toni Biamonte, Bobbie Bayless, Anita Brunsting, and Amy Brunsting, together with others known and unknown to Plaintiffs,

being persons employed by or associated with Harris County Probate Court, an enterprise which engaged in, and the activities of which affected interstate and foreign commerce, did at various times unlawfully, willfully and knowingly combine, conspire and agree with each other to violate 18 U.S.C. Sections 1962(c), by participating, directly and indirectly, in the conduct of the affairs of that enterprise through a pattern of racketeering activity involving multiple predicate acts within the meaning of 18 U.S.C. §1961(1) in violation of 18 U.S.C. §1962(c) and (d) to wit:

a. Conspiracy to deprive the citizens of Texas and other litigants of the honest services of elected officials, 18 U.S.C. §§1341, 1343, & 1346.

i. 18 U.S.C. §1341 (Property Mail Fraud);

ii. 18 U.S.C. §§1341 and 1346 (Honest Services Mail Fraud);

iii. 18 U.S.C. §1343 (Property Wire Fraud);

iv. 18 U.S.C. §§1343 and 1346 (Honest Services Wire Fraud);

b. State Law Theft - Texas Penal Codes 31.02 and 31.03 and Hobbs Act Extortion 18 USCS §1951(b)(2) and 2;

c. Tampering with a federal judicial proceeding by false affidavit, 18 U.S.C. §§402, 1001 and 2 (overlap with 18 U.S.C. §§1503, 1505, 1512, 1621. 1622 and 1623; perjury, subornation of perjury, and false declarations).

d. Obstruction of Justice and conspiracy to obstruct Justice, 18 U.S.C. §371--conspiracy to injure or intimidate any citizen on account of his or her exercise or possibility of exercise of Federal right (overlap with 18 U.S.C. §§1503, 1510, 1512, and 1513)

e. Suborning perjury, 18 U.S.C. §1622, may also be an 18 U.S.C. §1503 omnibus clause offense.

f. Spoliation: Destruction or concealment of evidence or attempts to do so, 18 U.S.C. §1512(c) conspiracy (18 U.S.C. §1512(k)

g. Misapplication of fiduciary in excess of $300,000 Texas Penal Codes §§32.45, theft 31.02, 31.03

h. Illegal Wiretapping in violation of Texas Penal Code §16.02 and 18 U.S.C. §2511 (§§2510-22), as amended by the Electronic Communications Privacy Act (ECPA) (Pub. L. 99-508; 10/21/86) Title III of the Omnibus Crime Control and Safe Streets Act of 1968, (Pub. L. 90-351; 6/19/68), also known as the "Wiretap Act"

i. Identity Theft 18 U.S.C. §1028(a)(7)

j. False Instruments used to commit Banking Fraud 18 U.S.C. §1344

k. False Instruments used to commit Sections 18 U.S.C. §§1341, 1343 & 1346 (Property and Honest Services Mail and Wire Fraud)

l. False Instruments used to commit Extortion 18 U.S.C. §1951(b)(2) and 2

m. Aiding and abetting each of the above, (all actors, all counts) 18. U.S.C. §371

n. Conspiring to promote, conceal and protect predicate activities (a-m above) from discovery, investigation and prosecution by legitimate governmental interests.

60. The above enumerated "RICO Defendants" did unlawfully, willfully, and knowingly combine, conspire, and agree with each other and with other persons known and

unknown to Plaintiffs to violate 18 U.S.C. §1962(c) as described herein, in violation of 18 U.S.C. §1962(d).

61. In connection with the acts and omissions alleged in this Complaint, Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including, but not limited to, the internet, the mails, interstate public switched telephone network wire and cellular telephone communications, and the facilities of the national securities exchange.

62. Upon information and belief, these Defendants knew that they were engaged in a conspiracy to commit the predicate acts, and they knew that the predicate acts were part of such racketeering activity, and that the participation and agreement of each of them was necessary to facilitate the commission of this pattern of racketeering activity.

63. Upon information and belief, each above-named RICO Defendant agreed to conduct or participate, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S. C. §1962(c) and (d).

64. Each RICO Defendant knew about and agreed to facilitate the Enterprise's scheme to obtain property from Plaintiffs.

65. It was part of the conspiracy that the RICO Defendants and their co-conspirators would commit a pattern of racketeering activity in the conduct of the affairs of the Enterprise, including aiding, abetting, promoting and concealing the racketeering activity and predicate acts hereinafter set forth.

66. It was part of the racketeering conspiracy that through the use of estate plan instruments Defendants, acting in concert both individually and severally, would and did

intercept assets intended for the heirs of estates that pass through Harris County Probate Court, an enterprise, which engaged in, and the activities of which affected interstate and foreign commerce.

67. It was part of the racketeering conspiracy that through the use of trust instruments Defendants, acting in concert, both individually and severally, would and did intercept assets intended for beneficiaries of trusts that pass through the Harris County Probate Court, an enterprise, which engaged in, and the activities of which affected interstate and foreign commerce.

68. It was part of the racketeering conspiracy that "trust and estate plan attorneys" would use the "Doctrine of Privity" to shield their part in the pattern of racketeering activity from possible culpability or any liability to the intended victims of the inheritance expectancy interception scheme.

69. It was part of the racketeering conspiracy that attorneys participating in the scheme and artifice to deprive would use the Texas Attorney Immunity Doctrine to shield their part in the pattern of racketeering activity from possible culpability or any liability to the intended victims of the inheritance expectancy interception scheme.

70. It was part of the racketeering conspiracy that judges participating in the scheme and artifice to deprive would use the doctrines of Judicial, Qualified and Absolute Immunity to shield their participation in the pattern of racketeering activity from possible culpability or any liability to the intended victims of the inheritance expectancy interception scheme.

71. It was part of the racketeering conspiracy that through the use of guardianship actions Defendants, acting in concert, both individually and severally, would and did use the

Harris County Probate Court, an enterprise, which engaged in, and the activities of which affected interstate and foreign commerce, to judicially kidnap and rob the elderly, our most vulnerable citizens, of their freedom, dignity, fundamental human and civil rights and property accumulated throughout a lifetime, often also robbing heirs and beneficiaries of familial relations and inheritance expectancies.

72. It was part of the racketeering conspiracy that Defendants would commit violations of constitutionally protected rights under the disguise of a statutory scheme.

73. It was understood that each conspirator would participate in the commission of at least two acts of racketeering activity in the conduct of the affairs of the enterprise, as part of the racketeering conspiracy.

74. It was also a part of the racketeering conspiracy that Defendants, acting in concert, both individually and severally, would and did promote, conceal, and otherwise protect the purposes of the racketeering activity from possible criminal investigation and prosecution as hereinafter more fully appears.

VI. Purposes of the Racketeering Activity

75. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth and alleges that:

76. From an unknown date and continuing thereafter up to and including the specific events complained of herein, these Defendants, in concert with persons both known and unknown to Plaintiffs, individually and severally, conspired to participate and did participate in an organized criminal consortium for the purpose of actively redirecting trust, estate and other

third party property into the state probate courts, where Defendants operate to convert third party property to their own unjust self-enrichment.

77. It was a purpose of the racketeering activity that Defendants, acting in concert, both individually and severally, would and did loot assets held by private trusts and estates against the will of the victims, family members, and friends, through the use of guardianship protection statutes and other schemes.

78. It was a purpose for the racketeering activity that trust and estate plan attorneys acting in concert with other attorneys and with persons both known and unknown to Plaintiffs, would and did exploit the elders of our society for the purpose of syphoning off the assets of our eldest and most vulnerable citizens through the aforementioned schemes and artifices, as exemplified herein and elsewhere in the public domain and as hereinafter more fully appears.

79. The purpose for the racketeering activity was to facilitate the looting of wealth, also known as **Involuntary Redistribution of Assets** (IRA) from its rightful owners, for the unjust enrichment of attorneys and other legal professionals operating out of state probate courts, including but not limited to Harris County Probate Court No. 4 and these co-conspirator Defendants.

80. The specific quid pro quo method of profit sharing is unknown to Plaintiffs but appears to include political aspiration, judicial favors, campaign contributions, bribes and kickbacks, cronyism and "Good Ole Boy" networking.

81. The conclusion that there is a reciprocal stream-of-benefits necessarily flows from the facts of the in-concert illegal activities of the co-conspirators, as exemplified herein.

82. Based upon personal knowledge and upon information and belief Plaintiffs allege that:

83. The above enumerated "RICO Defendants" unlawfully, knowingly and willfully combined, conspired, confederated and agreed together and with others to violate 18 U.S.C. §1962(c) as described herein, in violation of 18 U.S.C. § 1962(d).

84. Upon information and belief, Each RICO Defendant knew about and agreed to facilitate the Enterprise's scheme to obtain property from Plaintiff and others, and to participate, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S.C. §1962(c).

85. The RICO Defendants knew that they were engaged in a conspiracy to commit the predicate acts, and they knew that the predicate acts were part of such racketeering activity, and that the participation and agreement of each of them was necessary to allow the commission of this pattern of racketeering activity. This conduct constitutes a conspiracy to violate 18 U.S.C. § 1962(c), in violation of 18 U.S.C. §1962(d).

86. Each of the above named RICO Defendants conducted or participated, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a "pattern of racketeering activity" within the meaning of 18 U.S.C. § 1961 (5) and in violation of 18 U.S.C. § 1962(c) & (d), to wit:

Commercial Purpose

87. The constituent members comprising each ENTERPRISE are engaged in a concerted campaign to extort, defraud, trick, deceive and corruptly persuade their client victims (probate court litigants) to exercise proprietary control over, and extract maximum value from,

the target trust and/or estate, in much the same way a bankruptcy trustee operates to control a bankruptcy estate.

88. Further, in unfairly protecting their commercial purposes, each ENTERPRISE operative works with the others to harass, threaten, abuse, denigrate, impugn, threaten, and intimidate litigants, competitors, critics, reformers, and others.

89. The various ENTERPRISES operate as a "cabal", a semi-private, sometimes secret, informal affiliation of entities with public presence and identity that is wholly or partially inaccurate and misleading as to the true goals, affiliations, and processes of the cabal.

90. The ENTERPRISES achieve their respective purposes by collusion among operators and affiliates, who in their COMMERCIAL SPEECH represent to their clients that the relationships among the members are in compliance with legal and ethical PROFESSIONAL DUTIES when they, in fact, are not.

91. Funded by fraudulent exploitation of the parties, ENTERPRISE operators and affiliates engage in bribery, exchanging value, emoluments, patronage, nepotism, and/or kickback schemes within their networks to assure system-wide "cash flow" and continued viability and vitality of the ENTERPRISES.

92. ENTERPRISES refuse such cooperation with non-affiliates, thereby baring potential competitors. These bars include fraudulently manipulated referrals, representations, certifications, nepotism, illegal antitrust tactics, and manufactured pitfalls to support the pervasive "who you know" method the cabal uses in defiance of the rule of law.

93. Probate Mafia operators, like the attorney Defendants here, regularly breach one or more of their PROFESSIONAL DUTIES of loyalty, zealous advocacy, fiduciary

responsibility, and professional competence through one or more "false flag" frauds to induce, deprive, or deceive clients and other litigants not schooled in the law. These "False Flag" maneuvers involve one or more COMMERCIAL SPEECH misrepresentations to unsophisticated layperson parties, thereby depriving them of the benefits of legitimate legal professional services and perpetrating fraud upon the Court.

94. Probate Mafia operatives have developed numerous pernicious tools to maximize their benefits from the wealth redistribution. A prominent artifice is the "independent" appointee that appears in virtually every case.

95. Probate Mafia schemes and artifices also include such practices as Poser Advocacy. "Poser Advocacy" is the practice and sale of what appears to be the practice of law to inexperienced parties. Attorneys engaging in poser advocacy act to appeal to their client's emotions, greed, or other untoward ends to generate fees, with no beneficial legal work performed.

96. Poser Advocates write angry letters, exchange worthless formwork discovery, and repeatedly file baseless amendments and motions with no hope of productive benefit, for the sole purpose of generating a bill.

97. In the more sophisticated commercial legal marketplace poser advocacy is not tolerated, as clients insist upon, and attorneys abide by, legitimate practice and ethical standards.

98. Because of the unique nature of the clients and market, Probate Mafia members like these are generally able to pass off Poser Advocacy as if it was real legal work. It is not.

99. In the Probate Mafia enterprise scheme of things the familial wealth hijacker represents an exploitation opportunity and, as such, receives special attention.

VII. Means and Methods of the Racketeering Conspiracy

100. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth and alleges that:

101. It was a part of the racketeering conspiracy that a modern day criminal cabal through a network of probate lawyers, judges, court appointed administrators, guardians, social workers, doctors and "care facilities" would use county courtrooms relying upon the judicially created and judicially enlarged doctrine of absolute judicial immunity, the Texas Attorney Immunity Doctrine, the Doctrine of Privity and the Probate Exception to federal diversity jurisdiction as a license to steal money and other liquid assets and to liquidate their victims' real and other property for their own unjust self-enrichment, all without their victim's consent and over their objections.

102. This looting has been given the appearance of legitimacy under the health and welfare label of "guardianship protection" stealing not only assets, but also the due process rights, liberty, and human dignity of their victims.

103. It was a part of the conspiracy that Defendants would and did use the Harris County Probate Courts and the offices of Judge to deprive the citizens of Texas and other litigants, of their right to the honest services of elected officials, while promoting, concealing, and otherwise protecting the purposes of the racketeering activity from possible criminal investigation and prosecution.

104. It was part of the racketeering conspiracy that Defendants would and did use the various probate instruments and legal artifice and that acting in concert, both individually and severally, Defendants would and did siphon off assets rightfully belonging to others.

105. It was part of the racketeering conspiracy that the various probate instruments would be and were designed to facilitate falsifications and alterations and that the enterprise participants would be selectively blind to the obvious inconsistencies, avoiding any questions of forgery or fraud appearing in the public record.

106. It was part of the racketeering conspiracy that Defendants acting individually and in concert would and did use the Harris County Probate Courts and the offices of Judge to trap litigant victims in an endless cycle of delay and expense until the victims were forced to settle for the least injustice in order to walk away with even a meager portion of what rightfully belongs to them from the onset.

107. It was part of the racketeering conspiracy that Defendants acting individually and in concert would obtain and did attempt to obtain improper dominion over the property of Plaintiff Curtis and others, attempting to obtain consent induced by the wrongful use of actual and threatened force, violence and fear of economic harm to Plaintiff Curtis' rights in property, using the 8/25/2010 extortion instrument, hereinafter more fully described.

108. It was part of the racketeering conspiracy that unscrupulous attorneys who market trust and estate plan instruments promising to provide asset protection, minimize taxes, avoid probate, and avoid guardianship, acting individually and in concert, would engage in the redirection of family trusts into the hands of the "Probate Cabal" by undermining those products when the aging client weakens and by generating conflicts amongst the beneficiaries, thus delivering their client's prosperity to the exact evil that victims were guaranteed protection from.

109. It was part of the racketeering conspiracy that Defendants, for their own unjust self-enrichment, acting individually and in concert, would use the Harris County Probate Court and the appearance of legitimacy that attaches to public offices and officers to manipulate and

game the legal process in ways that deprived citizens who came before the court of rights guaranteed and protected by our state and federal constitutions.

110. In the matter from which these RICO claims arise, "Curtis v Brunsting", both the estate instruments and the inter vivos family trust agreements were the vehicles used by Defendant enterprise acolytes to foster and maintain the estate and trust looting probate litigation that Decedents were promised the trust would, but did not, provide protection from.

111. As an actual consequence and proximate result of the actions of the very people who sold the Brunstings "Peace of Mind", promising that their products and services would provide protection from probate, the Brunsting trust and estate are caught in probate stasis.

112. Defendants, in concert, have maintained the litigation and are holding the Brunsting trusts hostage to a settlement agreement that will include the attorneys' fees getting paid from the trust corpus, in direct opposition to the Grantors express intentions.

113. In the case in point, Plaintiff/Beneficiary Curtis was at the precipice of legal victory and the enterprise stepped in to redirect the outcome away from the public record to a mediation/ADR bait-and-switch, in which the outcome is predetermined by the personal interests of enterprise acolytes and not by law.

114. In pursuit of that plan Plaintiff Curtis is being coerced into a staged mediation, with Defendants who have demonstrated no intention of honoring any legal or moral obligations.

115. It is also part of the conspiracy that the true purpose of mediation is to convert the controversy from breach of the trust agreement and the drafting of false instruments, into discussions regarding breach of a mediated settlement agreement which, like the family trust agreement and remand agreement, is certain to also not be honored by the acolytes.

116. In this way enterprise acolytes maximize the take while preventing the dirt from floating to the surface of the public record, and promoting, concealing, and otherwise protecting the purposes of the racketeering activity from possible criminal investigation and prosecution.

117. In the case in point, the probate Court judges and the attorneys are holding settlement of the Brunsting family of trusts hostage to the payment of attorneys' fees.

118. The controversy is over on the pleadings and Plaintiff Curtis prevails as a matter of law, but the lawyers and judges will not allow any resolution that does not have the lawyers walking away with the lion's share of the family inheritance, nor any solution that allows the facts to be compiled on the public record.

119. Defendant Candace Freed is neatly sequestered in the District Court so that she will never be confronted by a legitimate plaintiff and there is no executor occupying the office. There is no docket control order or trial date, and summary judgment motions were swept off the table on the very last day in which summary judgment motions were to be heard and the summary judgment motion hearing became a hearing on a motion for protective order regarding dissemination of illegally obtained wiretap recordings, in furtherance of a pattern of racketeering activity as hereinafter more fully appears.

VIII. Predicate Acts and Actors

120. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth:

CLAIM 3 (Honest Services) 18 U.S.C. §1346 and 2

121. From an unknown date, known to be on or before July 21, 2015 and continuing thereafter up to and including September 10, 2015 and continuing thereafter up to and including March 9, 2016 and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, for the purpose of executing or attempting to execute a scheme and artifice to defraud and deprive, Defendants Neal Spielman, Bradley Featherston, Stephen Mendel, Greg Lester, Christine Butts, Clarinda Comstock, Jill Young, and Toni Biamonte, being "persons" employed by or associated with Harris County Texas Probate Court, an enterprise which engages in and the activities of which affect interstate and foreign commerce, together with persons both known and unknown to Plaintiffs, individually and severally, did unlawfully, willfully and knowingly conspire to alter the course of justice under color of official right, for the purpose of executing or attempting to execute the scheme and artifice to defraud and deprive, in that Defendants conspired to redirect civil litigation away from the public record to a staged mediation planned for the purpose of obtaining Plaintiff Curtis' property by consent, using disinheritance threats, that in order to get any of her property at all she will have to agree to "settle", for the purpose of adding delay and increasing expense, for bringing further extortion pressure to bear, to intimidate, for the purpose of holding the money cow trust hostage for attorney fee ransoms, for the purpose of avoiding summary judgment hearings thus preventing evidence of the racketeering conspiracy from reaching the public record, for the purpose of diverting the discussion away from breach of the ruptured and looted trust agreement to argument over breach of a mediated settlement agreement, all in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce in that:[2]

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[2] Also violations of 18 U.S.C. §242 and 42 U.S.C. §§1983, 1985 and right of claims under §1988 also including in concert aiding and abetting public and private breach of fiduciary and misapplication of fiduciary.

CLAIM 4 - (Honest Services) 18 U.S.C. §1346 and 2

122. On or about September 10, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Neal Spielman, Bradley Featherston, Greg Lester, Christine Riddle Butts, Clarinda Comstock, Jill Willard Young, and Toni Biamonte, did unlawfully, willfully and knowingly conspire to alter the course of justice, under color of official right, for the purpose of executing or attempting to execute a scheme and artifice to defraud and deprive, in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce in violation of 18 U.S.C. §1346:

CLAIM 5 - (Honest Services) 18 U.S.C. §1346 and 2;
CLAIM 6 - (Wire Fraud) 18 U.S.C. §1343 and 2;
CLAIM 7 - (Fraud) 18 U.S.C. §1001 and 2;
CLAIM 8 (Theft/ Hobbs Act Extortion) Texas Penal Codes 31.02 & 31.03 and 18 U.S.C. §1951(b)(2) and 2;
CLAIM 9 (Conspiracy to Obstruct Justice) 18 USAC §371;[3]

123. On or about January 14, 2016, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Gregory Lester and Jill Willard Young did unlawfully, willfully and knowingly conspire to alter the course of justice for the purpose of executing or attempting to execute a scheme and artifice to defraud and deprive by electronically filing a fictitious report into the Harris County Probate Court No. 4, an enterprise which engages in and the activities of which affect interstate and foreign commerce, as part of the conspiracy entered into on or before September 10, 2015 and in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce in violation of 18 U.S.C. §§371, 1001, 1346, 1343, 1951(b)(2) and 2 – Texas Penal Codes 31.02 and 31.03.

[3] Also violations of 18 U.S.C. §242 and 42 U.S.C. §§1983, 1985 and right of claims under §1988 also including in concert aiding and abetting public and private breach of fiduciary and misapplication of fiduciary.

CLAIM 10 - (Honest Services) 18 U.S.C. §1346 and 2;
CLAIM 11 - (Fraud) 18 U.S.C. §1001 and 2;
CLAIM 12 (Theft) Texas Penal Codes 31.02 & 31.03/ Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2;
CLAIM 13 (Conspiracy) 18 USAC §371 and 2;

124. On or about March 9, 2016, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Neal Spielman, Stephen A. Mendel, Gregory Lester, Bobbie Bayless, and Clarinda Comstock did unlawfully conspire to alter the course of justice, under color of official right, for the purpose of executing or attempting to execute the scheme and artifice to defraud and deprive, entered into on or before July 2015, in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce involving violations of 18 U.S.C. §§371, 1001, 1346, 1343, 1951(b)(2) and 2, and 42 U.S.C. §§242, 1983 and 1985 and Texas Penal Codes §§31.02 and 31.03. 32.21.

125. As part of the racketeering conspiracy Defendants, acting in concert, both individually and severally, acted together to promote, conceal, and otherwise protect the purposes of the racketeering activity from possible criminal investigation and prosecution.

CLAIM 14 (Illegal Wiretap) Texas Penal Code 16.02 and 18 U.S.C. §2511 and 2[4]

126. From an unknown date, including but not limited to March and April of 2011, and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, for the purpose of executing or attempting to execute the scheme and artifice to defraud and deprive, Defendants Anita Brunsting and Amy Brunsting acting individually and in concert with persons both known and unknown to Plaintiff Curtis, conspired to unlawfully,

[4] Texas Penal Code 16.02 and 18 U.S.C. §2511 (§§2510-22) Texas Civil Wire Tap Act found at Tex. Civ. Prac. & Rem. Code, Title 123 as amended by the Electronic Communications Privacy Act (ECPA)(Pub. L. 99-508; 10/21/86) Title III of the Omnibus Crime Control and Safe Streets Act of 1968, (Pub. L. 90-351; 6/19/68), also known as the "Wiretap Act".

willfully and knowingly intercept and did unlawfully intercept, record, possess, conceal, manipulate and selectively disseminate illegal wiretap recordings of private telephone conversations intercepted by use of an electronic recording device attached to the telephone line of Nelva Brunsting, in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce in that:

CLAIM 15 - Dissemination of illegal wiretap Recordings by mail 18 U.S.C. §§1341 and 2

127. On or about July 1, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, for the purpose of executing or attempting to execute the scheme and artifice to defraud and deprive, Defendants Anita Brunsting and Bradley Featherston, aided and abetted by persons known and unknown to Plaintiffs and aiding and abetting persons known and unknown to Plaintiffs, did unlawfully, willfully and knowingly cause illegal wiretap recordings of private telephone conversations between Carl Brunsting and his wife Drina Brunsting, to be delivered by certified mail to Plaintiff Curtis and the third party attorneys for parties in multiple pending lawsuits, in violation of 18 U.S.C. §2511(1)(c) and Texas Penal Code 16.02. The illegal wiretap recordings selectively disseminated on CD-ROM, are believed to have been made on or about March and April 2011. The CD contained items which were Bates numbered 5814 to 5840. Included among those items were the following four audio recordings:[5]

CLAIM 16 - Illegal Wiretap (Tampering and Manipulation)

(1) a 43 second phone conversation between Carl and his mother which, according to the file properties, was both created and modified on February 27, 2015 (Brunsting 5836.wav);

[5] Excerpted from Carl Brunstings Motion for Protective Order filed July 17, 2015.

CLAIM 17 - Illegal Wiretap (Tampering and Manipulation)

(2) a phone conversation lasting 6 minutes and 44 seconds between Carl and Drina which, according to the file properties, was both created and modified on February 27, 2015 (Brunsting 5837.wav);

CLAIM 18 - Illegal Wiretap (Manipulation)

(3) a telephone conversation lasting 19 minutes and 18 seconds between Carl and Drina which, according to the file properties, was both created and modified on April 22, 2011 (Brunsting 5838.wav); and

CLAIM 19 - illegal wiretap (Manipulation)

(4) a telephone conversation lasting 8 minutes and 53 seconds between Carl and Drina which, according to the file properties, was both created and modified on March 21, 2011 (Brunsting 5839.wav).

CLAIMS 20 and 21 Illegal Wiretap, in Concert Aiding and Abetting: Spoliation, Destruction or Concealing Evidence 18 U.S.C/ §§1512(c) conspiracy 1512(k) & 1519 and 2

128. On July 21, 2015 in the southern district of Texas and elsewhere within the jurisdiction of the Court, Counsel for Anita Brunsting - Bradley Featherston, Counsel for Amy Brunsting - Neal Spielman, and Counsel for Carole Anne Brunsting - Darlene Payne Smith, filed in-concert objections to the application for protective orders filed by Carl Brunsting, and while objecting to the protective order and arguing the recordings contained relevant and admissible evidence, Defendants Bradley Featherston, Neal Spielman, and Darlene Payne Smith simultaneously objected to qualifying the recordings in any way and just like the infamous

8/25/2010 extortion instrument, when confronted with demands for a show of proof they are unwilling to bring forth any evidence, and none of them claim to know anything individually.

129. Implicit in the assertion the recordings were relevant and the content admissible, Defendants claimed to possess personal knowledge that: "(1) the recording device was capable of recording the events offered in evidence; (2) the operator was competent to operate the device; (3) the recording is authentic and correct; (4) changes, additions, or deletions have not been made in the recording; (5) the recording has been preserved in a manner that is shown to the court; (6) the speakers on the tape are identified; and (7) the conversation elicited was made voluntarily and in good faith, without any kind of inducement."

130. Defendants have obtained, possessed, manipulated and disseminated illegal wiretap recordings and are now concealing:

a. The device used

b. The original wiretap media

c. Other wiretap recordings

d. The chain of custody

CLAIM 22 - Conspiracy to Obstruct Justice

131. On or about July 22, 2015 in the southern district of Texas and elsewhere within the jurisdiction of the Court, Defendants Bobbie Bayless, Clarinda Comstock, and Neal Spielman, aided and abetted by persons known and unknown to Plaintiffs and aiding and abetting persons known and unknown to Plaintiffs, did unlawfully, willfully and knowingly combine, conspire and agree with each other to obstruct and conceal evidence and engage in predicate acts including but not limited to 18 U.S.C. §§1512(c) conspiracy 1512(k), 1519 and 18

U.S.C. §§1951(b)(2) and 2, Extortion and Texas Penal Codes §§31.02, 31.03 and 32.21 (theft/extortion) by removing Summary Judgment Motions from Calendar and creating stasis, as part of a conspiracy to deprive Plaintiff Curtis of an impartial forum (18 USC §§242) , access to the Courts (42 U.S.C. §1983) substantive due process, (42 U.S.C. §1985) equal protection, and (Texas Penal Code §§31.02 and 31.03) property rights.[6]

CLAIM 23 – Conspiracy Re: State Law Theft/ Extortion - in Concert Aiding and Abetting

132. From an unknown date and continuing thereafter up to and including July 21, 2015 and continuing thereafter up to and including September 10, 2015 and March 9, 2016 and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Neal Spielman, Bradley Featherston, Stephen A. Mendel, Gregory Lester, Christine Riddle Butts, Clarinda Comstock, Jill Willard Young, and Toni Biamonte, together with persons both known and unknown to Plaintiffs, individually and severally, did unlawfully, willfully and knowingly conspire to obstruct, delay and affect, and did attempt to obstruct, delay and affect, commerce as that term is defined in Title 18, United States Code, Section 1951, and the movement of articles and commodities in such commerce, by extortion under color of official right, as that term is defined in Title 18, United States Code, Section 1951(b)(2), in that Defendants conspired to obtain and did attempt to obtain the property of Plaintiff Candace Louise Curtis, endeavoring to obtain consent induced by the wrongful use of actual and threatened force, violence and fear, in that the Defendants did conspire to use a fictional report, a staged mediation, an extortionist thug mediator, acts obstructing and delaying justice, and the forged extortion instrument, to make threats with the intention of instilling fear of economic

[6] 18 U.S.C. §2: In concert aiding and abetting: Public Services Fraud, Breach of Fiduciary, Misapplication of Fiduciary, Concealing evidence of forgery (Texas Penal Code §32.21) and racketeering.

harm in Plaintiff Curtis in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce.

CLAIM 24 - State Law Theft/ Hobbs Act Extortion 18 U.S.C. 1951(b)(2) and 2

133. On or about August 25, 2010, and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Candace Freed and Anita Brunsting did unlawfully, knowingly and intentionally further a conspiracy to obstruct, delay and affect, and did attempt to obstruct, delay and affect commerce, and the movement of articles and commodities in such commerce, by extortion under color of official right, as that term is defined in Texas Penal Codes 31.02 and 31.03 and Title 18, United States Code, Section 1951, in that Defendant Candace Freed, with persons both known and unknown to Plaintiffs, did conspire to obtain improper dominion over the assets of the Brunsting family of trusts and the expected property of Plaintiff Curtis, by collaborating to obtain consent induced by the wrongful use of threatened force, violence and fear, in that Defendant Candace Freed did implement the Vacek design in drafting the heinous 8/25/2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" (hereinafter the "8/25/2010 QBD" or "Extortion Instrument"). Such instrument was, in fact, used to make threats and to instill fear of economic harm in the victims of the inheritance theft conspiracy, for which the extortion instrument was created, along with other intended illicit purposes as hereinafter more fully appears.

CLAIM 25 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 26 – Wire Fraud 18 U.S.C. §§1343

134. On or about October 23, 2010, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting knowingly and intentionally

furthered the extortion conspiracy by emailing the extortion instrument (8/25/2010 QBD) to Plaintiff Curtis, along with trust instruments, in violation of 18 U.S.C. §§1343 and 1951.

CLAIM 27 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 28 – Mail Fraud 18 U.S.C. §§1341

135. On or about June 4, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting knowingly and intentionally furthered the extortion conspiracy in her response to Plaintiff Curtis' first interrogatories. At item number 15 page 6, Anita uses the heinous extortion instrument to threaten Carl and Candace, both of whom are victims of Anita's felony thefts in violation of 18 U.S.C. §§1951.

136. Defendants Anita Brunsting and Bradley Featherston placed the June 4, 2015 response to interrogatories containing extortion threats for delivery with the U.S. Postal Service in violation of 18 U.S.C. §1341.

CLAIM 29 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 30 – Wire Fraud 18 U.S.C. §§1341

137. On or about February 18, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Amy Brunsting knowingly and intentionally furthered the extortion conspiracy in her response to Plaintiff Curtis' second application for distribution. On page 7, Amy Brunsting and her Counsel Neal Spielman advance threats using the heinous extortion instrument in violation of 18 U.S.C. §1951(b)(2) and 2, knowing full well that it is not a legitimate instrument by any measure.

138. Defendants Amy Brunsting and Neal Spielman placed the June 4, 2015 response to interrogatories containing extortion threats for delivery with the U.S. Postal Service in violation of 18 U.S.C. §1341, 1951(b)(2) and 2.

CLAIM 31 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 32 – Mail Fraud 18 U.S.C. §§1341

139. On or about June 25, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Amy Brunsting and her Counsel, Defendant Neal Spielman unlawfully, willfully and knowingly advanced threats using the heinous extortion instrument in Amy's response to Plaintiff Curtis' Request for Production, delivered USPS in violation of 18 USC §§1341, 1951.

CLAIM 33 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 34 – Mail Fraud 18 U.S.C. §§1341

140. On or about December 5, 2014, Defendant Anita Brunsting through her Counsel, Defendant Bradley Featherston, advanced and furthered the extortion conspiracy when Featherston filed Anita's objection to Carl Brunsting and Plaintiff Curtis' applications for distribution. In section F on page 6 Anita uses the extortion instrument to allege that both theft victims Carl and Candace had violated the in terrorem clause in the extortion instrument by defending their beneficial interests, in violation of 18 U.S.C. §1951 and 1341.

> *"4. If the Court finds the in terrorem clause is enforceable, then Candace and Carl have no right to any distribution from the trust".*

CLAIM 35 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 36 - Mail Fraud 18 U.S.C. §1341

141. On or about June 4, 2015 in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting, in response to Plaintiff Curtis' first interrogatories, at item number 15 page 6, again used the heinous extortion instrument to threaten Carl and Candace, both of whom are victims of Anita's first degree felony thefts, delivered USPS in violation of 18 USC §§1341 and 1951.

CLAIM 37 – Tampering with Federal Judicial Proceeding by False Affidavit 18 U.S.C. §371, 1621 and 2

142. On March 6, 2012, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Amy Brunsting and Bernard Lyle Mathews III, aided and abetted by others unknown to Plaintiff and aiding and abetting others unknown to Plaintiff, did corruptly, unlawfully, knowingly, and willfully obstruct, influence, and impede an official proceeding, and did attempt to do so, that proceeding being Candace Louise Curtis v. Anita Brunsting et al., No. 4:12-CV-00592 the United States District Court for the Southern District of Texas, Houston Division, by filing a false affidavit In violation of Title 18, United States Code, Sections 1001, 1512(c)(2), 1623, and 18 U.S.C. §402 and F.R.C.P. Rule 11(b).

CLAIM 38 - Spoliation, Destruction or Concealing Evidence 18 U.S.C. §§1512(c) Conspiracy 1512(k) and 1519 and 2

143. On or about September 10, 2015 and continuing thereafter, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Toni Biamonte as an official court reporter did unlawfully, knowingly and willfully spoliate, destroy or otherwise conceal material evidence of a racketeering conspiracy in violation of 18 U.S.C. §§1512(c) conspiracy 1512(k) and 1519, aiding and abetting the racketeering conspiracy and is, thus, a principal in acts in furtherance of the aforementioned and described conspiracy to violate 18 U.S.C. §1962(c) in violation of 18 U.S.C. §1962(d).

CLAIM 39 - Forgery on Internal Revenue forms 18 U.S.C. §§287, 371, and 1001 and 2

144. On or about June 7, 2011, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting, for the purpose of executing or attempting to execute a scheme and artifice to defraud and deprive did unlawfully, knowingly

and willfully apply the Social Security Number, the record identifier used to ensure proper payment of benefits in both the Title II and Title XVI programs, and did forge the signature of Plaintiff Curtis on stock transfer forms, to facilitate the improper transfer of securities by Computershare, an investment services corporation.

CLAIM 40(a-d) - Forgery & False Instruments, Aiding and Abetting Theft, Banking, Wire, Mail and Securities Fraud (Texas Penal Codes 31.02 & 31.03 & 18 U.S.C. §§1001 and 2)

Conspiracy to commit securities, mail, wire and banking fraud,

a. False Instruments used to trade in Securities 18 USC §§1348/1349 – Securities Fraud, 15 U.S.C. §78aa and 15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5) and the right of claims implied therefrom. (fraudulent trading in securities is civilly and criminally actionable but are not predicate acts)

b. False Instruments used to commit Banking Fraud 18 U.S.C. §1344

c. False Instruments used to commit Sections 18 U.S.C. §§1341, 1343 and 1346 (Property Mail and Wire Fraud)

d. False Instruments used to commit 18 U.S.C. §1951 Hobbs Act Extortion

145. From an unknown date, known to be before July 1, 2008, and continuing thereafter up to and including August 25, 2010 and continuing thereafter up to and including December 21, 2010 and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Candace Kuntz-Freed drafted false instruments, undermining the trust instrument products and estate plan services marketed by Vacek & Freed

PLLC, to facilitate the theft of trust assets by Anita Brunsting, as part of a racketeering conspiracy in that:

146. Anita Brunsting used the illicit July 1, 2008 Appointment of Successor Trustees drafted by Candace Freed to commit acts complained of herein.

147. Anita Brunsting used the illicit August 25, 2010 appointment of successor co-trustees to commit acts complained of herein.

148. Anita Brunsting used the illicit December 21, 2010 appointment of successor trustee to commit acts complained of herein.

149. Freed drafted the illicit 8/25/2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" (The Extortion Instrument) in concert with Anita Brunsting, and not at the behest of her client Nelva Brunsting.

150. Anita Brunsting used the illicit 8/25/2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" (The Extortion Instrument), in concert with others known and unknown to Plaintiff, to commit the acts of theft and extortion complained of herein.

151. Plaintiff Curtis was damaged in her property rights by Anita Brunsting's improper use of the illicit instruments drafted by Candace Freed.

CLAIM 41 - Misapplication of fiduciary in excess of $300,000.00 Texas Penal Code Thefts §§31.02, 31.03, 32.45 (against elderly person Tex. Pen. Cd. 32.45(d))
CLAIMS 42(a–q) Wire, Mail, and Banking Fraud 18 USC §§1341, 1343, 1344 and 2

152. From an unknown date, known to be on or before December 21, 2010 and continuing thereafter, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting, aided and abetted by persons known and unknown to

Plaintiff and aiding and abetting persons known and unknown to Plaintiff, did unlawfully, willfully and knowingly, misapply fiduciary assets in excess of $300,000 (Texas Penal Code theft §§32.45, 31.02, 31.03) in that:

153. Defendant Anita Brunsting paid her personal credit card debts and made other improper transfers from a trust bank account, in violation of provisions of the family trust, the common law and the Texas trust code. These comingling and misapplication transactions were perfected by electronic funds transfer and the use of the mails.[7]

IX. Non-Predicate Act Civil Claims for Damages

CLAIMS 43 (a-j) Section 27 of the Exchange Act (15 U.S.C. §78aa) and Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5)

154. From an unknown date, believed to be on or before December 21, 2010, and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting did unlawfully, willfully and knowingly misapply fiduciary assets in excess of $300,000 (Texas Penal Code theft §§32.45, 31.02, 31.03). Many of the transactions involved Electronic Funds Transfers and others involved the use of the mails. Many transactions also involved banking and/or securities fraud 18 USC §§1341, 1343, 1344 and 2 and Section 27 of the Exchange Act (15 U.S.C. §78aa) and Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5) in that:

155. May 11, 2011, using the illicit instruments drafted by Defendant Candace Freed, Defendant Anita Brunsting, acting trustee de son tort, unlawfully, knowingly and willfully

[7] Please see Appendix A attached hereto for a chart of events, dates, transactions and mediums employed. (Securities fraud is not considered a Predicate Act and the securities theft transactions are herein pled in the alternative as misapplications of fiduciary involving wire, mail and banking fraud)

misappropriated and misapplied fiduciary assets by improperly transferring 1120 Shares of Exxon and Chevron securities valued at $90,854.00 in violation of 18 U.S.C. §1343 (Wire Fraud) and Section 27 of the Exchange Act (15 U.S.C. §78aa) and Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. §240.10b-5)

156. June 15, 2011 using the illicit instruments drafted by Defendant Candace Freed, Defendant Anita Brunsting, acting trustee de son tort, unlawfully, knowingly and willfully misappropriated and misapplied fiduciary assets by improperly transferring 2320 shares of Exxon and Chevron securities valued at $208,122.80 in violation of 18 U.S.C. §1343 (Wire Fraud) and Section 27 of the Exchange Act (15 U.S.C. §78aa) and Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. §240.10b-5).

157. Between April 20, 2012 and April 2, 2013 using the illicit instruments drafted by Defendant Candace Freed, Defendants Anita Brunsting, and Amy Brunsting, acting trustees de son tort, unlawfully, knowingly and willfully misappropriated and misapplied fiduciary assets in excess of $38,000 by paying personal legal liabilities with trust funds from a trust bank account in violation of 18 U.S.C. §1344 (Banking Fraud) and 18 U.S.C. §1343 (Wire Fraud) and §2 (aiding and abetting).[8]

158. Plaintiff Curtis, as a beneficiary and the de jure trustee for the Brunsting trusts, has fiduciary duties interfered with and prevented by the racketeering activity, has beneficial

[8] Please see appendix A attached here to for a chart of event dates, transactions and mediums employed

property interests in the assets so misapplied and has suffered tangible injury to business and property as a direct and proximate result of all the tortious acts herein claimed.

CLAIM 44 - Conspiracy to violate 18 USC §§242 and 2, & 42 U.S.C. §§1983 and 1985

159. From an unknown date and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, each of the Defendants herein named, individually and severally, aided and abetted by persons known and unknown to Plaintiff and aiding and abetting persons known and unknown to Plaintiff, did unlawfully, willfully and knowingly conspire together to participate, and did participate, in a scheme or artifice to deprive Plaintiff Curtis of rights, privileges, and immunities secured and protected by the Constitution and laws of the United States, under color of law and color of official right, statute, ordinance, regulation, custom and policy, in violation of 18 USC §§242 and 2, and 42 U.S.C. §§1983 and 1985.

CLAIM 45 - Aiding and Abetting Breach of Fiduciary, Defalcation and Scienter

160. The RICO Defendants understood that Anita and Amy Brunsting owed fiduciary duties to Plaintiff Curtis and that the acts and omissions of Anita and Amy Brunsting were torts and breaches of those duties, and the RICO Defendants aided and abetted Anita and Amy Brunsting's torts and breaches in pursuit of their own unjust self-enrichment anyway.

161. As an actual consequence and proximate result Plaintiff Curtis has been injured in her business and property and is entitled to damages from all Defendants as joint tortfeasers, for in-concert aiding and abetting breach of fiduciary both before and after the fact, in an exact amount to be proven at trial.

162. Plaintiff is entitled to damages from all Defendants as joint tortfeasers, for in-concert aiding and abetting breach of fiduciary both before and after the fact.

CLAIM 46 - Aiding and Abetting Misapplication of Fiduciary, Defalcation and Scienter

163. The RICO Defendants understood that Anita and Amy Brunsting owed fiduciary duties to Plaintiff Curtis and that Anita and Amy Brunsting had misapplied fiduciary in excess of $300,000 and that Plaintiff Curtis had an inheritance expectancy interest in those assets. The RICO Defendants aided and abetted Anita and Amy Brunsting's continued misapplications of fiduciary anyway.

164. As an actual consequence and proximate result Plaintiff Curtis has been injured in her business and property and is entitled to damages from all Defendants as joint tortfeasers, for in-concert aiding and abetting misapplications of fiduciary both before and after the fact, in an exact amount to be proven at trial.

CLAIM 47 - Tortious Interference with Inheritance Expectancy

165. The RICO Defendants understood that Plaintiff Curtis had an expectancy of an inheritance right. The RICO Defendants intentionally interfered with Plaintiff Curtis' expectancy. The interference was through acts of fraud and duress and the interference was, thus, tortious.

166. As an actual consequence and proximate result, Plaintiff Curtis has been injured in her business and property and is entitled to damages from all Defendants as joint tortfeasers, for in-concert aiding and abetting tortious interference with Plaintiff Curtis' inheritance expectancy, both before and after the fact, in an exact amount to be proven at trial.

IX. Continuity

167. The law and economics of development focuses its attention on the effects that well-functioning legal and judicial systems have on economic efficiency in the development of nations. As studies have shown, a factor that has greatly retarded commerce in developing nations is the imperfection of the law and the uncertainty in its application. Entrenched corrupt practices within the public sector (i.e., official systemic corruption) hamper the clear definition and enforcement of laws, and therefore commerce is impeded.

168. Systemic corruption within the public sector can be defined as the systematic use of public office for private benefit that results in a reduction in the quality or availability of public goods and services (Buscaglia 1997a). In these cases, corruption is systemic when a government agency only supplies a public good or service if an otherwise unwilling transfer of wealth takes place from an individual or firm to the public sector through bribery, extortion, fraud, or embezzlement.[9]

169. Widespread corruption is a symptom that the state is functioning poorly. In fact, the entrenched characteristic of official corrupt practices is rooted in the abuse of market or organizational power by public sector officials. Many studies have already shown that the presence of perceived corruption retards economic growth, lowers investment, decreases private savings, and hampers political stability. Moreover, foreign direct investment has demonstrated a special negative reaction to the presence of corruption within the public sectors in developing countries showing that the degree of corruption in importing developing countries also affects the trade structure of exporting countries.

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[9] Although published in a 1999 the Hoover Institute Article written by Eduardo Buscaglia describes the Harris County Probate Court racketeering enterprise operations with this statement and is on all fours with the facts of the case in point.

170. The multi-billion dollar Probate industry is an illicit wealth redistribution empire run by morally bankrupt judges and attorneys, supported by an army of tax-dollar fed "judicial administrators," and social workers that George Orwell would marvel at.

171. Harris County Probate Court has become the enterprise out of which public corruption operates an institutionalized theft cartel, involved in redistributing the assets of our elderly, and most vulnerable citizens, amongst a cabal of corrupt judges, lawyers and "board certified professionals".

172. The very people who occupy offices of public trust charged with the preservation of public justice, with the advent of absolute judicial impunity from civil claims, have become the worst organized cartel of predatory criminals in the history of this nation. Genovese, Luciano, Bonanno, Gambino, Lucchese, Capone, Cohen, Nitty, and the Krays would be drooling with envy and admiration, as they could never have built such an invasive and successful criminal empire in the private sector.

173. Judicial Corruption Enterprise activities involve kidnap, carjack, assault, murder, armed robbery, extortion, false arrest, malicious prosecution, denial of due process and false imprisonment, amounting to color of law human trafficking and domestic terrorism. The root cause for all of this institutionalized organized criminal and terrorist activity can be traced to more than one scheme to defraud, but those schemes are but variations on a limited number of known artifices.

174. Amongst the main culprits is the perversion and expansion of the 17th Century English common law doctrine of limited judicial immunity, into a doctrine of absolute criminal impunity where public corruption flourishes because there are no deterrent consequences.

175. Once having crossed the solid demarcation between right and wrong, the line begins to grey until, one day, it becomes completely invisible.

176. The notion that these people can operate with criminal impunity has led to an environment where the appearance of legitimacy is no longer of any real importance and the displays of criminal intent have become more than blatant. It has become a trade practice in the state Courts of this nation.

177. Plaintiff Curtis is one of those victims, as were Elmer and Nelva Brunsting, Carl Brunsting, Willie Jo Mills, Ruby Peterson, Helen Hale, Olga De Francesca, Doris Conte and countless others both known and unknown to Plaintiffs.[10] The Estate of Nelva Brunsting, the Brunsting Trusts and the Brunsting heirs and trust beneficiaries were among the victims.

X. Jurisdiction over Conduct Affecting Interstate Commerce

178. All federal crimes are treated as commercial[11]. Pursuant to Article 1, Section 8, Clause 3 of the federal Constitution, the United States Congress has exclusive jurisdiction over commerce amongst the states (the Commerce Clause).

179. Article VI, Section 2, of the U.S. Constitution is known as the Supremacy Clause because it provides that the "Constitution, and the Laws of the United States … shall be the supreme Law of the Land." It means that the federal government, in exercising any of the powers enumerated in the Constitution, must prevail over any conflicting or inconsistent state exercise of power.

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[10] These names are well known to anyone who ever heard the phrase "Probate Mafia" and bothered to do a google type search to find out what is meant by the phrase.

[11] 27 C.F.R. 72.11

180. The RICO statutes were designed by Congress to combat organized crime in both the public and the private sectors and specifically provides a civil right of claims for injuries to business or property as a result of a pattern of activity involving two (2) or more of the listed predicate acts. That criterion has been satisfied as herein delineated.

XI. Affirmative Pleading on Doctrines of Immunity

181. Fraus Omnia Vitiat.

182. There is no judicial immunity to civil liability for non-judicial acts, anti-judicial acts or RICO Predicate Acts forming a pattern of racketeering activity, as none of these types of conduct can be said to be judicial functions even when disguised as such.

183. Article III, Section 1 of the Constitution for the United States of America, specifically creates the U.S. Supreme Court and gives Congress the authority to create the lower federal courts. Congress used this power to establish 13 U.S. Courts of Appeals, 94 U.S. District Courts, the U.S. Court of Claims, and the U.S. Court of International Trade.

184. The U.S. Supreme Court is the only court of general jurisdiction in the federal system, all other federal courts are courts of limited jurisdiction created and empowered by Congressional statute.

185. Chief Justice Marshall, writing for the Court in Cohens, 19 U.S. at 404 observed:

> *It is most true that this Court will not take jurisdiction if it should not: but it is equally true, that it must take jurisdiction if it should. The judiciary cannot, as the legislature may, avoid a measure because it approaches the confines of the constitution. We cannot pass it by because it is doubtful. With whatever doubts, with whatever difficulties, a case may be attended, we must decide it, if it be brought before us. We have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the constitution. Questions may occur which we would gladly avoid; but we cannot, "Congress, and not the Judiciary, defines the scope of federal jurisdiction within the constitutionally permissible bounds."*

186. The list of predicate acts specifically enumerated at 18 U.S.C. §1961(1) includes §§371, 1346 and 1951 each of which requires a public corruption/color of law element.

187. To argue that a judge is immune from a public corruption statute if acting within the four walls of a court room and exempt if not acting in his public capacity is a very precise statement that judges are above the law and that the victims of public corruption related deprivations of rights have no remedy and, thus, no rights.

188. 42 U.S.C. §1983 clearly states an exception to actions brought against judicial officers. That one exception provides pre-requisites to injunctive relief in actions brought against judicial officers. To conclude that Congress did not intend a private right of claims against judges under §1983 is to render the language of the statute superfluous, which the rules governing statutory construction will not allow.

42 U.S.C. §1983 Civil Action for Deprivation of Civil Rights (emphasis added)

> *Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress,* ***except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable.*** *For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia.*
>
> *(R.S. § 1979; Pub. L. 96–170, § 1, Dec. 29, 1979, 93 Stat. 1284; Pub. L. 104–317, title III, § 309(c), Oct. 19, 1996, 110 Stat. 3853.)*

189. There is no privity defense, no attorney immunity defense and no judicial immunity exception to the federal Racketeer Influenced Corrupt Organization statutes. The

language of the Act differentiates between criminal and civil liability and explicitly provides private parties with civil remedy for injuries to property and business caused by a pattern of racketeering activity involving two (2) or more of the predicate acts defined at 18 USC §1961(1). The RICO Act provides for criminal penalties in Section 1963 and provides private litigants with civil remedy in section 1964(c).

190. Several predicate act statutes, mostly codified in Title 18 of the United States Code, provide for federal prosecution of public corruption. Among these are the Hobbs Act (18 USC §1951), the mail and wire fraud statutes (18 USC §§1341 & 1343), the honest services fraud provision (18 USC §1346), the Travel Act (18 USC §1952), the federal official bribery and gratuity statute, (18 U.S.C. § 201 enacted 1962), the Foreign Corrupt Practices Act (FCPA) (enacted 1977), the federal program bribery statute, 18 U.S.C. § 666 (enacted 1984) and the Racketeer Influenced and Corrupt Organizations Act (RICO) (18 USC §§1961-1968 enacted in 1970). Each statute directly addresses public corruption and most of these are specifically identified as RICO predicate acts at 18 U.S.C. 1961(1).

191. The recent plea bargain and sentencing of Texas State 404th District Court Judge Abel Limas to six years in federal prison for violating 18 U.S.C. §§1343 (Honest Services Wire Fraud), §1346 (Honest Services Fraud) and §1951 and 2 (Hobbs Act Extortion), clearly verifies that these public corruption statutes apply to judges by operation of the RICO statutes[12].

192. According to the Indictment, Limas accepted paltry sums as bribes, in return for ad litem appointments and other favorable judicial treatments. Counts 1-8 were that Limas:

[12] Case 1:11-cr-00296 Filed in TXSD on 03/29/11

a. Accepted $600 for the continuation and subsequent termination of a probation revocation proceeding in violation of Texas Penal Code 36.02(a)(2) (bribery).

b. Accepted $700 in exchange for changing the terms of a criminal defendant's appearance bond in violation of Title 18 United States code sections 1951 and 2.

c. Accepted $1,500 for changing the terms of a criminal defendant's conditions of probation to permit the defendant to report by mail rather than in person in violation of Texas Penal Code section 36.02(a)(2) (bribery).

d. Accepted $1,800 in a scheme or artifice to defraud in violation of title 18, United States Code, sections 1343 and 1346.

e. Accepted $8,000 for favorable judicial rulings on motions, case transfers, and other matters in civil cases for the benefit of participating attorneys in violation of Title 18, United States code, section 1951 and 2, and in violation of Texas Penal Code section 36.02(a)(2) (bribery).

f. Accepted $4,500 for an ad litem appointment in a civil case in violation of Texas Penal Code section 36.02(a)(2) (bribery).

g. Accepted $5,000 for denial of a motion for sanctions and other judicial acts in violation of Title 18 United States Code sections 1951 and 2, and in violation of Texas Penal Code section 36.02(a)(2).

h. Accepted $2,000 for the modification of the terms of probation and dismissal of charges against a criminal defendant in violation of Title 18 United States Code sections 1951 and 2, and in violation of Texas Penal Code section 36.02(a)(2).

193. This cancerous judicial black market plague has spread like wildfire throughout the state court systems whether family law court, juvenile, traffic, probate or any other municipal level judicial arena on the state wide level. They have all become criminal racketeering enterprises and the root cause for each of these obscenities is "impunity" by any other name.

194. The cases of convicted Judge Abel Limas (6 years), convicted attorney Marc Rosenthal (26 years) and convicted Texas State Senator Jim Solis (47 months) are not isolated specific instances of public corruption, but limited examples of a national public corruption pandemic. Congress, in drafting the RICO statutes, determined public prosecutorial resources were insufficient to address this problem and specifically provided for private civil remedy.

195. Imposition of an enlarged version of the judicially created English common law doctrine of limited Judicial Immunity to foreclose private claims for civil remedy against judges under the RICO and civil rights statutes, has nurtured a contagion of public corruption throughout all three branches of government, is in direct opposition to the clearly expressed intentions of Congress in providing such remedy, is a violation of the separation of powers doctrine and, as the learned Chief Justice Marshall expressed, "*treason to the constitution*".

196. Article I Section 8 Clause 3 of the federal Constitution grants exclusive jurisdiction over interstate and foreign commerce to Congress. Given that all federal crimes are commercial the nexus with interstate commerce is inarguable and the notion that state court judges are absolutely immune from 42 U.S.C. §1983 or 18 U.S.C. §1964(c) actions ignores the very clear language of those sections and violates the supremacy clause.

XII. Aiding and Abetting, Fraud, and the Texas Attorney Immunity Doctrine

197. "Attorney Immunity" is a vague expression. Any civil immunity an attorney has is strictly limited to the litigation context and does not include actively engaging in an organized criminal color of law enterprise involving RICO predicate act conduct.

198. The RICO Defendant attorneys understood that the conduct of their clients was tortious and criminal and the lawyers helped the clients with the conduct thinking only to stuff their own pockets, showing no regard for ethics or law.

199. Conduct sufficient to state a claim of a racketeering conspiracy including predicate acts of extortion §1951, Obstruction §371, Honest Services §1346, Impartial Forum §242, Illegal Wiretap §2511, Mail Fraud §1341, Wire Fraud §1343, Banking Fraud §1344 and Securities Fraud 15 U.S.C. 78 et seq., is not within the scope of legal representation and cannot be excused as part of the attorney's discharge of his duties to his client, even when masqueraded under the litigation umbrella. (The Litigation Privilege)

200. Acts constituting knowing substantial assistance, sufficient to state a claim for in-concert aiding and abetting RICO predicate act crimes, torts and breaches of fiduciary committed by the client, are sufficient to establish in-concert liability of the attorney. There are no exceptions.

201. In reading the text and legislative history of the RICO act, the Fifth Circuit has interpreted that Congress intended the act to strike at criminal conduct characterized by at least two consequential dimensions. The offenses must be of a degree sufficiently serious not only to inflict injury upon its immediate private victims, but also to cause harm to significant public processes or institutions, or otherwise pose threats to larger societal interests worthy of the severe punitive and deterrent purposes embodied in the statute.

202. These aims and structure are somewhat akin to those reflected in the Clayton Act, 15 U.S.C. §15, after which RICO civil remedies were patterned.

203. Both statutes bring to bear the pressure of "private attorneys general" on a serious national problem for which public prosecutorial resources are deemed "inadequate"; see also

Sedima, 473 U.S. at 489; Genty v. Resolution Trust Co., 937 F.2d 899, 912 (3d Cir. 1991) ("Congress obviously had much more in mind than merely providing compensation for individual RICO victims when it authorized RICO civil actions. Indeed, the harm of racketeering is dispersed among the public at large, including draining resources from the economy, subverting the democratic process and undermining the general welfare.")

204. This construction accords with the legislative intent of RICO. As explained by the Supreme Court, the purpose of the Act was to address a problem which Congress perceived "was of national dimensions." Turkette, 452 U.S. at 586. Specifically, in the Statement of Findings and Purpose of the Organized Crime Control Act of 1970, Title IX of which encompassed RICO, Congress declared that the activities of organized crime that prompted the legislation "weaken the stability of the Nation's economic system, harm innocent investors and competing organizations, interfere with free competition, seriously burden interstate and foreign commence, threaten the domestic security, and undermine the general welfare of the Nation and its citizens." Statement of Findings and Purpose, Organized Crime Control Act of 1970, Pub. L. No. 91-452, 84 Stat. 922, 923 (1970).

205. Congress did not distinguish between public and private Organized Crime. Public corruption and criminal abuse of the state judicial office has become the number one threat to the security of the people of this nation. The creation of the RICO act as exemplified by the "Statement of Findings and Purpose" and the inclusion of public corruption requisite statutes among the list of predicate acts at 18 U.S.C. §1961(1) clearly indicates a congressional intention to curb public corruption and abuse of the doctrines of immunity, by a dishonest self-protection criminal racketeering industry.

206. The protection for criminal conduct in Texas has also been expanded to include wrongful conduct by attorneys under the Texas Attorney Immunity Doctrine, which has also led to the corruption and criminal takeover of our state judicial institutions.

207. Congress never intended to immunize state-court judges from federal civil rights suits nor from federal Racketeering suits and a doctrine of judicial immunity implemented by the judiciary to protect a corrupt judiciary from legislation designed to protect the public interest from corruption violates the Separation of Powers Doctrine and undermines the public's confidence in the legitimacy of the government of this Nation.

XIII. Affirmative Pleading on Conspiracy and Statutes of Limitations

208. Before the Court are allegations of public corruption involving a conspiracy to deprive the People of Texas and others of the honest services of elected public officers. The conduct complained of is only a small part of a complex multi-layered, multi-faceted criminal industry run by state court judges, who act with impunity with the full collusion, cooperation and participation of attorneys, court appointed administrators, social workers and others.

209. Federal conspiracy laws rest on the belief that criminal schemes are equally, or even more reprehensible than are the substantive offenses to which they are devoted. The Supreme Court has explained that a "collective criminal agreement—[a] partnership in crime—presents a greater potential threat to the public than individual delicts. Concerted action both increases the likelihood that the criminal object will be successfully attained and decreases the probability that the individuals involved will depart from their path of criminality."[13] Moreover,

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[13] Zacarias Moussaoui was convicted of conspiring to commit the terrorist attacks that occurred on September 11, 2001, United States v. Moussaoui, 591 F.3d 263, 266 (4th Cir. 2010); Wadih El-Hage was convicted of conspiring to bomb the U.S. embassies in Kenya and Tanzania, In re Terrorist Bombings, 552 F.3d 93, 107 (2d Cir. 2008).

Members of an Atlanta street gang were convicted of conspiring to engage in drug trafficking, among other offenses, United States v. Flores, 572 F.3d 1254, 1258 (11th Cir. 2009); motorcycle gang members were convicted of conspiracy to traffic in drugs, United States v. Deitz, 577 F.3d 672, 675-76 (6th Cir. 2009).

observed the Court, "[g]roup association for criminal purposes often, if not normally, makes possible the attainment of ends more complex than those which one criminal could accomplish. Nor is the danger of a conspiratorial group limited to the particular end toward which it has embarked." Finally, "[c]ombination in crime makes more likely the commission of crimes unrelated to the original purpose for which the group was formed." In sum, "the danger which a conspiracy generates is not confined to the substantive offense which is the immediate aim of the enterprise."

210. Conspiracies and acts in furtherance are considered a single continuing act for limitations purposes. The equitable doctrines of tolling and estopple apply to these claims.

XIV. Affirmative Pleading on Public Corruption

211. Public corruption involves a breach of public trust and/or abuse of position by federal, state, or local officials and their private sector accomplices. By broad definition, a government official, whether elected, appointed or hired, may violate federal law when he/she asks, demands, solicits, accepts, or agrees to receive anything of value in return for being influenced in the performance of their official duties.

212. Public corruption poses a fundamental threat to our national security and way of life. It impacts everything from how well our borders are secured and our neighborhoods protected…to verdicts handed down in courts…to the quality of our roads, schools, and other

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Dominick Pizzponia was convicted on racketeering conspiracy charges in connection with the activities of the "Gambino organized crime family of La Cosa Nostra," United States v. Pizzonia, 577 F.3d 455, 459 (2d Cir. 2009); Michael Yannotti was also convicted on racketeering conspiracy in connection with activities of the "Gambino Crime Family," United States v. Yannotti, 541 F.3d 112, 115-16 (2d Cir. 2008).

Jeffrey Skilling, a former Enron Corporation executive, was convicted of conspiracy to commit securities fraud and mail fraud, United States v. Skilling, 554 F.3d 529, 534 (5th Cir. 2009); Bernard Ebbers, a former WorldCom, Inc. executive, was likewise convicted of conspiracy to commit securities fraud, United States v. Ebbers, 458 F.3d 110, 112 (2d Cir. 2006)

government services. And it takes a significant toll on our pocketbooks, wasting billions in tax dollars every year.[14]

XV. DAMAGES

213. Plaintiff Curtis is one of five beneficiaries of the Brunsting Family of Trusts, who has been deprived of the enjoyment of her beneficial interests, forced to incur expenses and fees in effort to obtain the use of her property, and has suffered extortionist threats of injury to property rights and has suffered fraud upon both state and federal courts committed by corrupt court officers in furtherance of a pattern of racketeering activity herein delineated with a particularity.

214. As an actual consequence and proximate result Plaintiff Curtis has been injured in her business and property in an exact amount to be proven at trial.

215. Plaintiff Munson is a multi-disciplinarian with skills that include but are not limited to information systems engineering and paralegal, among several other skilled crafts. Munson has worked diligently as a paralegal on the Curtis v Brunsting lawsuit for more than four years, in effort to obtain justice for Ms. Curtis, only to be frustrated by a blatantly corrupt probate court and its officers herein named.

216. As an actual consequence and proximate result of the racketeering conspiracy and the obstruction, intentional delay, refusal to administer justice and other means and methods employed, Plaintiff Munson has been diverted away from other productive pursuits and has thus suffered tangible losses to his property and business interests in an amount to be proven at trial.

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[14] https://www.fbi.gov/about-us/investigate/corruption

XVI. Prayers for Relief

217. Plaintiffs incorporate by reference herein all allegations set forth above, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth below.

WHEREFORE, Plaintiff prays for judgment against Defendants, each and every one of them, for the following:

I. An award of compensatory, punitive, exemplary, and enhanced damages in an amount sufficient to make Plaintiffs whole and to deter such future conduct by these Defendants, others of their kind and those who may be so disposed in future;

II. For prejudgment and post judgment interest thereon at the maximum legal rate according to proof at trial;

III. An award of reasonable costs and expenses incurred in this action, including counsel fees and expert fees as allowable under the Title 15, 18, 28, and 42 sections asserted;

IV. An award of treble damages consistent with 18 U.S.C. §1964(c);

V. Such other legal and equitable relief as the Court may deem Plaintiffs entitled to receive, including a referral of the acts found to be unethical or unlawful herein to appropriate authorities.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable.

Plaintiff Candace Louise Curtis respectfully signs this complaint under penalty of perjury pursuant to the laws of the United States and declares that it is consistent with the Federal Rules requirement for candor.

Respectfully submitted,

7/2/2016

CANDACE L CURTIS Date
218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net

Plaintiff Rik Wayne Munson respectfully signs this complaint under penalty of perjury pursuant to the laws of the United States and declares that it is consistent with the Federal Rules requirement for candor.

Respectfully submitted,

7/2/2016

RIK WAYNE MUNSON Date
218 Landana Street
American Canyon, CA 94503
(925) 349-8348
blowintough@att.net

Appendix A

APPENDIX A

Misapplication of Fiduciary Wire and Banking Fraud Selected Violations of 18 USC §§1343 & 1344

From	To	Date	Format	Purpose
Anita Brunsting	Anita Brunsting	5/27/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $461
Anita Brunsting	Anita Brunsting	6/6/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $2358.75
Anita Brunsting	Anita Brunsting	6/27/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $2364.34
Anita Brunsting	Anita Brunsting	7/6/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $2976.35
Anita Brunsting	Anita Brunsting	7/15/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $7242.83
Anita Brunsting	Anita Brunsting	7/18/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $1998.19
Anita Brunsting	Anita Brunsting	9/6/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $999
Anita Brunsting	Anita Brunsting	9/23/2011	EFT 18 USC 18 USC §§1343, 1344	Misapplication of Fiduciary $4767.00
Anita Brunsting	Anita Brunsting	10/4/2011	EFT 18 USC 18 USC §§1343, 1344	Misapplication of Fiduciary $2930.00
Anita Brunsting	Anita Brunsting	10/19/2011	EFT 18 USC 18 USC §§1343, 1344	Misapplication of Fiduciary $2033.00
Anita Brunsting	Anita Brunsting	11/3/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $102.52
Anita Brunsting	Anita Brunsting	11/7/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $10,000
Anita Brunsting	Amy Brunsting	11/7/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $10,000
Anita Brunsting	Anita Brunsting	11/8/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $3224.51
Anita Brunsting	Anita Brunsting	3/13/2012	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $10,000
Anita Brunsting	Amy Brunsting	3/13/2012	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary $10,000
Anita Brunsting	Anita Brunsting	5/25/2012	EFT 18 USC §§ 1343, 1344	Misapplication of Fiduciary $5000

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS Plaintiff,	§ § §	
v	§ §	Civil Action No. 4:12-cv-00592
ANITA KAY BRUNSTING, et al Defendants	§ §	

PLAINTIFF CANDACE LOUISE CURTIS'
MOTION FOR RELIEF FROM ORDER PURSUANT TO FED. R. CIV. P. 60(b)(3), FED. R. CIV. P. 60(b)(6) AND FED. R. CIV. P. 60(d)(3)

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MOTION FOR RELIEF

1. Plaintiff Candace Louise Curtis (Curtis) respectfully moves this honorable Court, pursuant to Fed. R. Civ. P. 60(b)(3), Fed. R. Civ. P. 60(b)(6), and Fed. R. Civ. P. 60(d)(3), praying for relief from this Court's order of July 22, 2014, approving Jason Ostrom's Motion for leave to file an amended complaint and Order to Remand the above captioned matter to Harris County Probate Court No. 4[1].

[1] Document Nos. 107, 111 and 112 in this Court's Record

2. This Motion relates to intentional misrepresentations made by Counsel before this Court, in effort to secure a remand to state court, as revealed by conduct in state court after that relief was granted.

I. GROUND FOR PETITION

3. The above captioned matter was remanded from this Court to the Harris County Probate Court pursuant to a stipulation between the parties, accepted and approved by this Honorable Court.[2] That stipulation involved Plaintiff amending her complaint to pollute diversity in order to facilitate a remand and, in return, Defendants agreed the federal injunction and all orders of this Court would remain in full force and effect as if there had been no remand. (Exhibit 1: E1-E4)

4. Counsel represented to this Court that the purpose for the remand was to afford complete relief to the parties. Conduct by Defendants, the attorneys, and the state Court manifest the exact opposite intentions. Once in the state probate Court, Defendants immediately ignored this Court's rulings and the injunction, as if the injunction had never been issued, and now act as if the matter had never been before this honorable Court at all.

5. Defendants perpetrated a fraud upon this Court and upon Petitioner, in that they had no intentions of honoring the remand agreement, but promised to do so for the purposes of evading this Court's judgments and orders, thereby depriving Plaintiff of a legitimate judicial forum.

[2]Harris County Probate Court No. 4, case: 412249, 412249-401, 412249-402 6/6/2014 order granting Plaintiff's motion to remand, signed May 15, 2014 PBT-2014-188311

II. JURISDICTION AND STATUTES OF LIMITATIONS

6. 28 U.S.C. §1447(d) does not prevent a district court from vacating a remand order that was obtained through fraud or misrepresentation.[3] The circumstances in which an order may be vacated pursuant to Rule 60(b) are as reasonably applied to remand orders as to any other orders procured by fraud.

7. Vacatur in this case would not be adverse to the goals of §1447(d) and would preserve the integrity of federal judicial proceedings.

8. A federal Court has inherent jurisdiction to vindicate its dignity and authority and such power has been held to be organic, requiring neither statute nor rule for its invocation.

9. This Court specifically retained jurisdiction to enforce the remand agreement, as reflected in the remand order.

10. The twelve month statute of limitations applicable to F.R.C.P. Rule 60(b)(3) does not apply in this case, as this Court retained jurisdiction through the end of the controversy between these parties by stipulation, as reflected in the Remand Order.

11. Even without the Court's order for continuing jurisdiction there is no statute of limitations applicable to F.R.C.P. Rule 60(b)(6) and 60(d)(3) relief, as those statute sections follow the general law of voids.

12. Fraud vitiates everything it touches and a judgement or order procured by intentional deception is recognized by these rules as void ab initio.

[3]Barlow v. Colgate Palmolive Co. 772 F.3d 1001, 1010 (4th Cir. 2014) (en banc).

III. STANDARD OF REVIEW

13. Federal Rule of Civil Procedure 60(b) allows a party to seek relief from a final judgment for "(1) mistake, inadvertence, surprise, or excusable neglect . . . or (6) any other reason justifying relief from the operation of judgment."

14. Motions filed under subsection (1), (2) or (3) must be made "no more than a year after the entry of the judgment or order or the date of the proceeding" from which relief is sought, while those filed under subsection (6) must instead be made "within a reasonable time". (Fed. R. Civ. P. 60(c)(l))

15. The standard of review on orders granting or denying Rule 60(b) relief is abuse of discretion. For findings of fact the standard of review is clear error[4] and for conclusions of law the standard for review is de novo.

16. Rule 60 motions should only be granted where (i) extraordinary circumstances exist and (ii) there is a showing that justice demands it.

17. Plaintiff is not a disgruntled litigant against whom adverse judgements have been entered. Plaintiff is a litigant whose motions cannot be answered by the Defendants or ruled against by the Court without reversal on appeal. Plaintiff is a litigant against whom the probate Court and the attorney officers of that Court have conspired against in effort to cheat justice and that is a matter of record.

18. A Motion under Rule 60(b)(6) brought within 120 days of obtaining proof of a fraud upon the federal Court is timely and the facts supporting this motion epitomize the very concept of extraordinary circumstances. Justice clearly demands vacatur as there is no other

[4] Federal Rule of Civil Procedure 52(a)

remedy available to Plaintiff within the context of this lawsuit and equity will not suffer a right to go without remedy.

19. Plaintiff seeks an honest judicial forum in which to pursue her claim of right, nothing more and nothing less.

IV. NATURE AND STAGE OF THE PROCEEDINGS

20. Plaintiff Curtis filed a Pro se Petition in the United States District Court for the Southern District of Texas, Houston Division, on February 27, 2012, claiming breach of fiduciary, seeking disclosures and a full, true, complete accounting.

21. On March 6, 2012 Vacek & Freed staff attorney Bernard Mathews, appearing under the letterhead "Green and Mathews", filed a motion for an emergency order accompanied by a false affidavit signed and verified by Defendant Amy Brunsting. (Exhibit 18: E1249-E1251)

22. In reliance upon the material misrepresentations contained therein, on March 8, 2012, this Honorable Court dismissed Plaintiff Curtis' Pro se Petition sua sponte under the probate exception to federal diversity jurisdiction. Plaintiff Curtis filed a timely notice of appeal.

23. On April 2, 2012 Vacek & Freed filed the Will of Elmer Brunsting [#412248] and a purported Will for Nelva Brunsting [#412249] with the Harris County Clerk at the insistence of Carl Brunsting's attorney Bobbie Bayless.

24. On March 9, 2012 Carl Brunsting, individually and on behalf of the estate of Nelva Brunsting, filed a petition to take depositions before suit in the Harris County District Court.

25. On January 9, 2013 the Fifth Circuit Court of Appeals in a unanimous decision reversed and remanded to this Court.[5] Plaintiff Curtis immediately filed for a protective order.

[5] Candace Curtis v Anita Brunsting et al., 710 F.3d 406

26. On January 29, 2013 Carl Brunsting filed suit against trust attorney Candace Kunz-Freed and Vacek & Freed P.L.L.C. in the Harris County District Court, as Executor of the estate of Nelva Brunsting.

27. On April 9, 2013 this Honorable Court issued a protective order enjoining Defendants Amy and Anita Brunsting from spending trust funds or liquidating trust assets without the Court's approval. (Exhibit 2: E5-E9)

28. Also on April 9, 2013 Carl Brunsting filed suit against Amy, Anita and Carole Brunsting in Harris County Probate Court No. 4, individually (412249-401) and as executor of the estate of Nelva Brunsting (412249).

29. Carl Brunsting's attorney, Bobbie Bayless, filed estate claims in the Harris County District Court against Candace Freed and Vacek & Freed P.L.L.C. alleging conspiracies involving Anita, Carole and Amy Brunsting, and then filed suit against Anita, Carole and Amy Brunsting in the Harris County Probate Court alleging a conspiracy involving Candace Freed. Not only did Bayless file claims against co-conspirators in separate Courts, she named federal Plaintiff Curtis a nominal defendant in her probate Court complaint.

30. Hearing on Plaintiff Curtis' Application for Order to Show Cause in the federal Court was held on or about October 2, 2013, however, due to a medical emergency Plaintiff Curtis' assistant was hospitalized in a coma and Plaintiff was unable to obtain the briefing materials before the hearing. Plaintiff was attempting to compel Defendants to bring forth the archetype of an instrument referred to as the "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", allegedly signed by Nelva Brunsting on 8/25/2010 (Hereinafter the 8/25/2010 QBD). (Exhibit 4: E11-E19)

31. This instrument is the subject of Defendants' pending no-evidence Motion for Partial Summary Judgment, which Defendants removed from calendar after Plaintiff Curtis filed answer with Motion and demand to produce evidence. Defendants continue to use the instrument to threaten the Plaintiffs while perpetually refusing to produce it and qualify the alleged instrument as evidence. The 8/25/2010 QBD instrument is of dubious origin and doubtful validity, but plays very prominently in Defendants' disingenuous posturing as hereinafter more fully appears.

32. At the hearing October 2, 2013 this Court expressed concern over Plaintiff's lack of preparation and directed Pro se Plaintiff Curtis to retain counsel so that the discovery process could proceed. Plaintiff Curtis had difficulty finding counsel within the Court's time frame and had the misfortune of retaining Jason Ostrom.

33. Upon appearing in the matter Mr. Ostrom conceived of an arrangement by which Defendants agreed to modification of Plaintiff's Petition to include her brother Carl Henry Brunsting, thus polluting diversity and facilitating a remand to the Harris County Probate Court.

34. In exchange, Defendants agreed to abide by the federal injunction and all orders of the federal Court and on that basis the Court approved the amended complaint and entered an order for remand to the Harris County Probate Court. (Exhibit 3: E10)

V. THE PROCEEDINGS ARE IN STASIS BY DESIGN

35. Curtis v Brunsting is a lawsuit related only to the Brunsting Trusts.

36. There is no docket control order and no trial date in place in the trust litigation or in any related matter pending in the state courts. (Exhibit 19: E1252-E1253)

37. The office of Executor for the estate is vacant and the probate of the estate is the only claim the probate Court has to jurisdiction over the Brunsting trust litigation.

38. Defendant co-conspirators, Attorneys Vacek & Freed, are sequestered in the District Court, where there is no plaintiff, and the probate Court has refused to join the suits.

39. The Defendants' attorneys and Plaintiff Brunsting's attorney have scheduled summary judgment hearings and un-scheduled those hearings, but Curtis cannot get a hearing set on dispositive motions in that Court.

40. The probate Court has clearly colluded with the lawyers to validate the 8/25/2010 QBD without an evidentiary hearing, to create delay, to avoid evidentiary hearings, to exacerbate Plaintiff's costs and to apply Hobbs Act pressure. There is a clear "stream of benefits" at play here.

41. There is no current or proper accounting and no balance sheet has ever been produced.

42. Other than an Order modifying the federal injunction, in the two years this case has been in Harris County Probate Court No. 4 there have been no evidentiary hearings and no orders or judgements have been entered on the record.

43. Rather than set dispositive motions for hearing on Plaintiff Curtis' request, Plaintiff was ordered to a second mediation, with Defendants who have established an intractable record of having no intentions of honoring any legal or moral obligations.

44. Neither the lawyers nor the probate Court will make a distinction between the trust and the estate.

45. Resolution of the litigation and distributions from the trust are being held hostage to the payment of attorneys' fees in direct defiance of this Court's express orders and the purposes for the trust.

46. Defendants absolutely refuse to deposit income into an appropriate account for the beneficiary as ordered by this Court's injunction and continue to flaunt the law in their effort to game the judicial process as hereinafter more fully appears.

VI. IN THE HARRIS COUNTY PROBATE COURT

47. Upon remand to the Harris County Probate Court, Defendants' Counsel filed a motion to modify the injunction to allow Defendants to pay the quarterly and annual taxes without the expense of petitioning the Court each time and a limited modification was granted relating only to payment of taxes and associated professional fees.

48. Jason Ostrom agreed to provide Plaintiff Curtis with a review of documents before they were filed, but did not communicate before, or even copy her after pleadings were filed. Plaintiff was forced to data mine to try to discover what was happening in the probate Court and received much of her information via email from Carl Brunsting.

49. The five Brunsting siblings then attended a mediation that ended with no prospect for resolution. Immediately thereafter, Defendants' attorneys with Mills Shirley filed a petition to be relieved as counsel of record, citing to non-specific conflicts of interest.

50. Then, without conferring and having never submitted a single invoice to Plaintiff Curtis, Jason Ostrom filed application for a distribution of $25,000 from the trust to pay his attorney fees and Carole Brunsting's attorney, Darlene Payne Smith, objected.

51. Ostrom then filed a second motion for a distribution of $45,000, after discussion with Curtis, and both Anita and Carole objected.

52. Anita's new counsel, Brad Featherston, argued that the trust was not liable to pay the attorney creditors of the beneficiary. (Exhibit 20: E1254-E1409) Anita attached a "version" of the alleged 8/25/2010 QBD and a copy of the 2005 Restatement.

53. Carole's objection contained as an exhibit, a "true and correct copy" of the 8/25/2010 QBD. Three distinctly different true and correct copies of the one alleged 8/25/2010 QBD are now in the record bearing different signature page 37's, as the attached exhibit shows. (Exhibit 4: E11-E19)

54. Mr. Ostrom was repeatedly advised that complete consolidation with Carl Brunsting was not authorized or proper because of a conflict of interest with Carl Brunsting's Counsel, Bobbie Bayless.

55. Curtis was also emphatic that her mother did not lack capacity but discovered in her data mining that the cases had been consolidated upon a verbal motion made at a previous hearing and, without notice to or consent from Plaintiff Curtis, against direct and adamant insistence from Plaintiff Curtis that her mother was not incompetent, Jason Ostrom filed an amended complaint in the probate Court raising question as to the competency of a very lucid Nelva Brunsting.

56. Plaintiff Curtis then discovered, after the fact, that Mr. Ostrom, in total and absolute disregard for his instructions, had moved in secret to re-plead, consolidate and had again compromised Plaintiff's claims.

57. Not only did Ostrom attempt to dissolve the distinction between the trust and the estate by using the estate heading in his "amended complaint", the changes made by Ostrom are the only basis for Defendants' attorneys and the probate Court to threaten Plaintiff Curtis with disinheritance, using violation of the no contest provisions in the alleged 8/25/2010 QBD (the forged extortion instrument[6]).

[6] In violation of 18 U.S.C. §1951(b) and 18 U.S.C. §2 and Texas Penal Codes §§31.02 & 31.03

58. Plaintiff Curtis immediately discharged Mr. Ostrom and resumed personal control of the litigation, but more than substantial damage had already been done by moving the matter to a corrupt Harris County Probate Court, as hereinafter more fully appears.

VII. VACANCY IN THE OFFICE OF ADMINISTRATOR

59. At a brutal deposition before trial in the District Court, Carl Brunsting was unable to answer questions, clearly having failed to fully recover from the encephalitis illness and coma that created the Defendants' opportunity for all of the untoward conduct that spawned the causes for this litigation.

60. Carl thereafter resigned as executor on February 2, 2015, leaving the office vacant. The office remains vacant.

61. Defendants in the District Court, Vacek & Freed, immediately filed a motion for summary judgment citing Carl's disability as the equivalent of no evidence.

VIII. THE PENDING DISPOSITIVE MOTIONS

62. On June 26, 2015 Defendants' new attorneys in Probate Court No. 4 filed a No-Evidence Motion for Partial Summary Judgment claiming that there is no evidence that the 8/25/2010 QBD is invalid. (Exhibit 5: E20-E28)

63. On or about July 1, 2015 Defendants disseminated a CD containing illegally obtained wiretap recordings[7] which were received by Plaintiff Curtis from Anita's counsel, Brad Featherston, via certified mail with signature required.

64. July 7, 2015 Carl Brunsting filed a Motion for Protective Order regarding the illegally obtained wiretap recordings. (Exhibit 8: E343-E393)

[7] It should be noted that this conduct violates Texas Penal Code §16.02 and 18 U.S.C. §§1341, 2511 and constitutes predicate acts.

65. On July 9, 2015 Carl Brunsting filed a motion for partial summary judgment focusing on improper financial transactions, but did not respond to Defendants' no-evidence motion. (Exhibit 6: E29-E288)

66. On July 13, 2015 Attorneys for Plaintiff Carl Brunsting and the Defendants filed notices setting hearing on their dispositive motions for August 3, 2015. (Exhibit 10: E404-E405)

67. Also on July 13, 2015 Plaintiff Curtis filed an answer to Defendants' no-evidence motion, with a motion and demand to produce evidence, demanding Defendants produce the archetype of the alleged 8/25/2010 QBD and qualify it as evidence. Defendants cannot produce the forged 8/25/2010 QBD instrument and qualify it as evidence and have steadfastly refused to do so for more than four years. (Exhibits 4: E11-E19 and 11: E406-E452)

IX. THE FIRST COLLUSION

68. On July 22, 2015, while Plaintiff Curtis was in flight home to California, Carl Brunsting's counsel, Bobbie Bayless, arranged with Defendants' counsel to remove the summary judgment and demand to produce evidence motions from the August 3, 2015 calendar to hear an emergency motion for protective orders regarding the wiretap recordings.

69. The August 3, 2015 hearing thus became a hearing on the motion for a protective order to prevent further dissemination of the illegal wiretap recordings. (Exhibit 12: E453-E494)

70. On January 14, 2016 Temporary Administrator Gregory Lester filed a fabricated report to the court, and rather than confine himself to evaluating the merits of the estate's claims he took it upon himself to trespass on the individual litigation brought by Carl and Candace as beneficiaries of the Brunsting trusts. (Exhibit 9: E394-E403)

71. The “Report” attempts to legitimize all of Defendants’ misapplications of fiduciary, attempts to legitimize Defendants’ baseless claims, and relies heavily on the forged 8/25/2010 QBD, specifically referring to the “no contest clause” concluding that, if the Court ruled on the no contest clause Carl and Candace would “take nothing” and suggesting mediation to resolve the pending lawsuits.

72. In essence, the Gregory Lester report concludes that the estate’s claims have no merit. If true, the probate Court would have no claim to jurisdiction over the inter vivos trust litigation. In point of fact the report of Temporary Administrator Gregory Lester is fraudulent and cannot be supported under the law of the trust, the record of the various lawsuits, the common law, or the trust code.

73. On January 25, 2016 Plaintiff Curtis filed a motion for summary judgment (Exhibit 14: E497-E1187) and emailed a request for setting to Judge Comstock asking to have all the dispositive motions set for hearing. (Exhibit 15: E1188)

74. Curtis’ Motion also contains petitions for declaratory judgement regarding illicit instruments drafted by Candace Freed and used by Anita Brunsting to commit fraud.

75. As a necessary consideration to hearing of the declaratory judgment motions, Plaintiff Curtis also filed a separate motion to transfer the District Court case to probate Court No. 4, so that Defendant Candace Freed could defend her works and all of the accused co-conspirators would be in the same Court.

76. The Court set a hearing for March 9, 2016 to hear the transfer motion and for a status conference.

X. SCHEME AND ARTIFICE TO DEFRAUD

77. Remand to state Court May 2014.

78. September 2014 Mills Shirley withdrew as counsel for Amy and Anita Brunsting.

79. February 2, 2015 Carl Brunsting resigned as executor of the estate, leaving the office vacant.

80. Plaintiff Curtis terminated the services of Jason Ostrom March 24, 2015.

81. On July 21, 2015 a hearing was held regarding the vacancy of the office of executor. Defendant Amy Brunsting and Plaintiff Candace Curtis are the next listed successor executors, but to avoid argument the parties agreed to the appointment of one Greg Lester, previously unknown to Plaintiff and recommended by the court, as an "independent" temporary administrator for the limited purpose of evaluating the estate claims.

82. On July 22, 2015**,** while Curtis was inflight home to California, the hearings on the dispositive motions and Curtis' Demand to Produce Evidence (Tex. Ev. Cd. §§1002, 1003) of the 8/25/2010 QBD were removed from calendar without notice to, or consent from, Plaintiff Curtis.

83. The August 3, 2015 hearing thus became a hearing on Carl Brunsting's **emergency** motion for a protective order regarding illegal wiretap recordings that had been disseminated in July 2015. (Exhibit 12: E453-E494)

84. On September 1, 2015 Temporary Administrator Greg Lester filed an application to retain counsel to assist him with his duties to the estate.

85. Hearing was set on Gregory Lester's Motion for September 10, 2015 and no transcript of that hearing has been made available. (Exhibit 13: E495-E496)

86. A March 9, 2016 status conference was scheduled on Curtis request to set the dispositive motions for hearing and on Curtis' application to snatch the district Court case.

87. At the March 9, 2016 status/setting conference Attorney Neal Spielman makes numerous disingenuous statements in opposition to Curtis' request to set the pending motions for summary judgement, but then he says things that are as revealing as they are troubling. (emphasis added for easy reference):

Transcript March 9, 2016

88. Page 12 beginning at line 22 (Exhibit 16: E1200)

> *MR. SPIELMAN : We all, collectively, the parties and their counsel at the time, we all agreed to Mr . Lester taking the role that he was taking. And Ms. Curtis, herself, I believe, on the record, spoke of having done her due diligence into every person that was suggested by any attorney that was in this room to serve in Mr. Lester's role, and it was Ms. Curtis' opinion that only Mr. Lester can serve in that role*
>
> *We all, as attorneys or as pro se parties, agreed that what the function that was designated to Mr. Lester was important, was necessary, and that we were going to live by and abide by the report that he wrote.*
>
> *The problem that I see right now, and one of the reasons I suspect why Mr. Mendel suggested that we go to mediation is in deference to and with respect for what Mr. Lester said in his report and what he seems to be trying to suggest to the parties as to what the future of this lawsuit might hold.*
>
> *I think that what we're seeing now is an effort to backtrack from the direction that Mr. Lester tried to set us on and some of the conclusions or recommendations that he made as to what some of these claims, particularly the ones that Ms. Curtis is attempting to bring forward in summary judgment, are going to actually look like.*
>
> *I think the effort to backtrack from what Mr. Lester was instructed to do/ordered to do and what he did, in retrospect, you have to wonder what was the point of even having done that if the parties, or a party, is now going to try to back away from the impact of what that was done?*

89. At Page 14 (E1203) beginning at Line 3 Spielman makes a revealing and disturbing statement indicating additional collusions:

> *One of the reasons we thought that mediation, like Mr. Lester suggested that mediation might work, is that the right mediator, he talked to talked about the idea of using a former judge -I think* ***we talked about that in the courtroom last time*** *-that the right mediator might help to explain, to educate, to unentrench anybody -whether that be me, whether that be Mr. Mendel, whether that be Ms.*

Bayless, whether that be Ms. Brunsting, Ms. Curtis, whomever. I think Mr. Lester saw the wisdom in mediation. I think we see the wisdom in mediation. But the consternation or the concern at this point, again, is this issue that Ms. Curtis seems to be unwilling to appreciate, adapt, recognize, embrace what Mr. Lester concluded or recommended in his report; and if that's the case, then I wonder if, if spending the money that it takes to go to mediation makes sense.

Frankly, Judge, the most interesting thing that I heard Ms. Curtis say was on the issue of attorneys fees and that that doesn't matter to her; and that is exactly part of the point. ***I think you were in the courtroom, Judge, the last time when Carole Brunsting made a very impassioned plea or explanation to the Court about how Ms. Curtis' pro se status and her, her need to be a lawyer and her failure to appreciate what it costs, what the costs of this lawsuit are, is never going to lead to this being resolved****. lost my train of thought there for a second. I may have But the point here, Judge, is there seems to be no accountability on Ms. Curtis' behalf for the amount of money that is being spent in this case. Parties have, in the past, suggested, oh, let's not worry about the attorneys fees because that will all even out at the end of the story when everybody decides to divide by five, the corpus of the trust, and the winning parties or the prevailing parties can everything can be adjusted through the division of that estate. But, Your Honor,* ***if you look at what Mr. Lester recommended/suggested/reported in his report, there's now the very real possibility that there isn't going to be a divide-by-five scenario because of the no-contest clauses that are recognized as being properly drawn by the Vacek & Freed Law Firm****. And if that happens, Judge, then the trust is now spending its own money from those people, whether it be three or four, that are still going to get a portion of the estate, a portion of the trust proceeds when this is all said and done.*

I'm rambling just a bit only because it's such a circular discussion -is how do we get this case finished given given the backtracking from everybodys willingness to vest Mr. Lester with the authority to proceed/ and now the one person who doesn't like what he said, after she filed motions for summary judgment that are direct contradiction to the conclusions that he reached. The very constant of having to come down here and respond to those to those motions for summary judgment the amount of money that that will waste is insulting, is offensive to the parties.

I'd love to come up with a creative idea to create some accountability/ perhaps, if it comes in the form of a sanction or perhaps it comes in the form of some kind of bond being posted so that if it turns out that one of the parties who is blowing things up as it were and creating this increased attorneys fees no longer has an interest in the estate with which we can even that out by the end of the day. Perhaps if Ms. Curtis is ordered to post a bond against her claims or to protect against the ability --our ability to recover fees from her if, as and when she loses her case perhaps then we can move forward with additional hearings additional motions and so forth.

90. Page 17 (E1205) lines 1-13:

Keep in mind, Judge, that it's not simply --it's not as simple as getting a date for Ms. Curtis' summary judgment motions. There's been no discovery, in terms of depositions done in this case, not the least of which will be depositions from, perhaps, even from the lawyers in the other district court case who drafted the documents that can explain what all went into those documents, what Nelva Brunsting's state of mind was at the time. There's no way to respond to those summary judgment motions right now without the full weight of the discovery process moving forward and all of the money that that's going to cost.

91. These claims are in direct opposition to the claims Defendants made in their No-evidence Motion. In Defendants' June 25, 2015 No-Evidence Motion for Partial Summary Judgment at page 1 item I (E20):

I. Summary of the Argument

This litigation started more than thirty-eight (38) months ago. Plaintiffs had sufficient time for discovery in this suit and the three (3) other actions related to the 8/25/10 QBD (defined below). Plaintiffs challenge the 8/25/10 QBD on the following grounds, for which there is no evidence:

foot note:

1 Those three other proceedings are: (1) No. 4:12-CV-00592; Candace Louise Curtis v. Anita Kay Brunsting; United States District Court for the Southern District of Texas, Houston Division; (2) CA No, 2012-14538; In re Carl Brunsting (202 Petition); 80TH Judicial District Court of Harris County, TX; and (3) CA No. 2013-05455; Carl Henry Brunsting v. Candace Freed & Vacek & Freed; 164TH Judicial District Court of Harris County, TX.

92. However, the most disturbing thing in Mr. Spielman's diatribe were the references to dialogs at a previous hearing involving Mr. Lester, when there was no previous hearing involving Mr. Lester where these matters were properly before the Court.

One of the reasons we thought that mediation, like Mr. Lester suggested that mediation might work, is that the right mediator, he talked to talked about the idea of using a former judge -I think we talked about that in the courtroom last time -that the right mediator might help to explain, to educate, to unentrench anybody -

… I think you were in the courtroom, Judge, the last time when Carole Brunsting made a very impassioned plea or explanation to the Court about how Ms. Curtis' pro se status and her, her need to be a lawyer and her failure to appreciate what it costs, what the costs of this lawsuit are, is never going to lead to this being resolved

XI. THESE DISCUSSIONS WERE HIGHLY IMPROPER

93. Plaintiff Curtis is an heir and an interested person but not a party to the estate litigation.

94. Candace Louise Curtis v Anita Brunsting et al., (Curtis v Brunsting) was filed in the federal Court fourteen months prior to the first estate claims and having survived dismissal under the Probate Exception to federal diversity jurisdiction, it is inarguably established that Curtis v Brunsting is not connected to the probate of the estate (Exhibit 17: E1243-E1248) and is not subject to probate administration.

95. The only hearing that involved Greg Lester prior to March 9, 2016 was the September 10, 2015 hearing on Greg Lester's September 1, 2015 application to retain counsel to assist him in his fiduciary duties to the estate.

96. The only matter properly before the court on September 10, 2015 was whether or not Mr. Lester should have the authority to retain Jill Willard Young to assist him in his administration obligations to the estate.

97. Neither individual Plaintiff Candace Curtis nor individual Plaintiff Carl Brunsting was in attendance September 10, 2015, as neither is party to the estate litigation and neither objected to Mr. Lester retaining Jill Young to assist with his fiduciary duty to evaluate the estate's claims. That was the only issue properly before the Court on September 10, 2015 and did not include the matters Mr. Spielman states were discussed and where there was apparently an agreement made to treat the Gregory Lester report as if it were a jury verdict before it was even written.

98. Plaintiff has been unsuccessful in attempts to obtain a transcript of this September 10, 2015 hearing.

99. The inescapable conclusion here is that there were improper discussions outside of the presence of the Plaintiffs who were prejudiced by those discussions, involving matters not properly before the Court, wherein there were agreements made between the Court, Jill Willard Young, Neal Spielman, Bradley Featherston, Stephen Mendel and Gregory Lester to produce a fictitious report. They all apparently agreed to follow the as of yet unwritten report as if it were factual, that the false report would be used to further the extortion plot, that mediation would be forced upon Plaintiffs, that the costs of litigation for Plaintiff Curtis would be exacerbated, that there would be extended delay and, that another crony had been hand selected to act first as mediator and then as arbiter. First to "unentrench" Plaintiff Curtis from her stand upon rights and reliance upon the rule of law in the face of this all too obvious public corruption conspiracy and second, to deprive Plaintiff of substantive due process and access to the Court.

100. Defendants continue to use the forged 8/25/2010 QBD (extortion instrument) to threaten Plaintiffs with disinheritance, going so far as to refer to the September 10, 2015 conspiracy for the proposition that the instrument has been held valid:

Transcript of March 9, 2016 Page 15 (E1203) lines 16-21:

> *But, Your Honor, if you look at what Mr. Lester recommended/suggested/reported in his report, there's now the very real possibility that there isn't going to be a divide-by - five scenario because of the no - contest clauses that are recognized as being properly drawn by the Vacek & Freed Law Firm.*

XII. FRAUD UPON PLAINTIFF AND THIS COURT

101. After Defendants claimed there was no evidence the forged 8/25/2010 QBD was invalid, Defendants removed their no-evidence motion from calendar knowing they cannot answer Plaintiff Curtis' demand to produce the thing, explain away the anomalies, and qualify it as evidence, and yet they continue to threaten Plaintiffs with the bogus instrument's "no contest

clause" with the transparent collusion of involuntary Plaintiff Carl Brunsting's Attorney and the probate Court.

102. The probate plan is thus, according to Mr. Spielman, to subject Plaintiffs to endless delay and expense until the Plaintiff victims agree to pay fee ransoms to the attorneys who are holding the beneficiaries' property hostage.

103. Defendants have not willingly honored any agreements, not the trust agreement, not the remand agreement, and cannot be expected to honor any mediated settlement agreement.

104. Defendants knew when they agreed to honor the federal injunction and the Orders entered by this Court as a condition of the remand, that they had no intentions of honoring any legal or moral obligations. Defendants refuse to honor the federal injunction and the orders of this Court even after having promised to do so as a condition of the remand stipulation and Defendants' own pleadings in the probate Court are conclusive evidence of the existence of that fact.

105. Defendants will not, because they cannot, bring forth the archetype of the 8/25/2010 QBD and qualify the thing as evidence. If they could answer Plaintiff Curtis' Motion and Demand to Produce Evidence they certainly would have done so.

106. Instead, Defendants' attorneys conspired with the Court to avoid evidentiary hearings knowing they cannot produce the forged 8/25/2010 QBD extortion instrument and qualify it as evidence, and continue to use it to threaten and intimidate Plaintiffs Curtis and Carl Brunsting.

107. Mr. Spielman confessed on March 9, 2016 that the attorneys conspired at the hearing on application to retain Jill Young, with the probate Court Judges, the Court's crony administrator Gregory Lester, and Jill Young, entering into an illicit agreement to produce a

fictitious "report" and to subsequently treat the fiction as if it were the equivalent of a jury verdict, and this all occurred before the "Report" was even written.

108. Thus, after removing their no-evidence summary judgement motion from calendar knowing their precious 8/25/2010 QBD is a forgery and that they cannot produce the heinous thing and qualify it as evidence, Defendants' attorneys none-the-less continued to use the no-contest clause ruse in the forged 8/25/2010 "extortion instrument", to threaten and attempt to intimidate the Plaintiff victims, who they know full well are owed fiduciary obligations by these Defendants.

109. It is important to note that there are known trust assets that remain unaccounted for. For example, none of the quasi-accountings received from the Defendants reflect the accounts receivable for a $100,000 loan Anita received from the trust in 1999.[8]

110. Moreover, an amendment to the 1996 trust dated April 30, 1999, disclosed by Vacek & Freed in the District Court lawsuit, specifically identifies the $100,000 loan as an advance on Anita's inheritance. That trust amendment was never disclosed by Anita Brunsting in the course of Curtis v Brunsting or the estate suits in the probate Court.

111. A covert letter to the Special Master dated July 15, 2015[9] claims Nelva wanted to continue a history of gifting by paying off Amy and Carole's homes as "she and her husband did the same for Anita in approximately 2005" (Exhibit 21: E1410-E1412) when the public record shows the loan occurred July 1, 1999.

XIII. REQUEST FOR JUDICIAL NOTICE

112. Plaintiff Curtis respectfully asks this Court to take Judicial Notice of her first amended complaint filed Pro se May 1, 2013. That amendment was rejected for filing because

[8] Victoria County Clerk Official Records Instrument #199908618 dated July 1, 1999
[9] Case 4:12-cv-00592 Document 67-1 Filed in TXSD on 08/27/13

Plaintiff Curtis failed to document her efforts to obtain Defendants' consent for the amended complaint. Plaintiff at that time was asking to amend her complaint to bring the matter under federal question jurisdiction based upon evidence obtained after the initial filing. The Jurisdictional Statement in that pre-Ostrom amendment to Curtis' complaint reads as follows:[10]

> *4. This matter was originally brought in equity as breach of fiduciary and related equitable claims that included a common law tort claim under diversity jurisdiction pursuant to 28 USC §1332 (a) (1) - 28 USC §1332 (b) and 28 USC §1332 (C) (2). Plaintiff hereby incorporates those claims by reference as if fully restated herein, but with newly discovered evidence presents additional and alternate claims. Additionally, Plaintiff is informed and believes Defendants are not de jure trustees.*
>
> *5. This complaint now alleges violations of the wire, mail and securities laws of the United States as expressed in Chapter 63 of Title 18 of the United States Code, and Plaintiff is seeking to pursue additional remedies under 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act").*
>
> *6. This court has federal question jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§1331 and 1367 and Section 27 of the Exchange Act (15 U.S.C. §78aa) and exclusive jurisdiction over these claims as this action arises under Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5) and the causes of action implied therefrom.*
>
> *7. In connection with the acts and omissions alleged in this complaint, Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including, but not limited to, the internet, the mails, interstate telephone communications, and the facilities of the national securities markets.*

113. Attorney Jason Ostrom represented to this Court that the purpose for a remand was to afford complete relief to the parties. When Mr. Ostrom made those representations he was well acquainted with the Harris County Probate Court and its officers, and knew full well there would be no remedy flowing from that Court for anyone but attorneys and court cronies.

114. Ostrom's true motivation for remand was apparently to obstruct justice in pursuit of attorney fees, not to provide any form of relief to the parties.

[10] Document No. 48 in this Court's Record

115. Every attorney who has been involved in this case has tried to get the Brunsting Trust removed from an honorable federal Court to Harris County's Probate Court. The reasons at this juncture are crystal clear and have nothing to do with the honest administration of justice.

XIV. CONCLUSION

116. Both Plaintiffs' and Defendants' attorneys' intentional misrepresentations before this honorable Court, that the purpose for a remand was to provide complete relief to the parties, unfairly and unnecessarily polluted diversity to procure the Remand Orders, and in so doing deprived Plaintiff Curtis of a legitimate judicial forum to which she was and is entitled in this case.

117. Everyone involved in this case except Plaintiff Curtis has taken advantage of Carl Brunsting's illness, the Defendants, the Defendants' attorneys, the District Court Defendants and the probate Court.

118. There have been no evidentiary hearings and no rulings have been entered on any substantive issues in the probate Court. The Defendants are paying exorbitant trust income taxes due to the refusal to deposit income into an appropriate account for the beneficiary, as this honorable Court's injunction commands.

119. The attorneys have docketed and un-docketed motions for summary judgment but Plaintiff Cutis cannot buy a hearing, or a scheduling order or a trial date, or an accounting, or respect for the federal injunction, nor respect for any of her rights, and there appears to be no remedy for the parties to be found at the hands of the Harris County Probate Cartel.

120. If there is such a magical document as this 8/25/2010 QBD, that trumps federal injunctions and the Orders of a federal Judge, renders remand agreements nugatory, removes fiduciary obligations, forecloses beneficial interests, taints the blood of innocent remaindermen,

amends what can only be amended by a court of competent jurisdiction and revokes what can only be revoked by a court of competent jurisdiction, the Defendants and their attorneys should be brought before an honorable Court where they will actually be compelled to produce the supernatural thing and qualify it as evidence.

121. Wherefore Plaintiff Curtis respectfully requests that the Court vacate the order granting filing of the amended complaint[11] for fraud upon Plaintiff Curtis and upon this honorable Court, in the interest of justice pursuant to Rules 60(b)(3), (b)(6) and (d)(3) of the Federal Rules of Civil Procedure, voiding the subsequent Remand Order[12] as a matter of right, and restoring this case to this honorable Court's docket.

122. Wherefore Plaintiff Curtis further prays the Court issue the attached proposed order or issue its own orders upon such terms as the Court deems most beneficial to the purposes of Equity and Justice and most beneficial to the public policy considerations in upholding the dignity and authority of this Honorable Court.

Plaintiff/Petitioner so moves,

Petitioner hereby verifies, under penalty of perjury pursuant to the laws of the United States of America and Federal Rules of Civil Procedure Rule 11, that the above statements based upon personal knowledge are true and correct, and as to those things asserted on information and belief, affiant believes those things to be true as well.

[Signatures on the following page]

[11] Document No. 111 in this Courts record
[12] Document No. 112 in this Courts record

Respectfully submitted,

Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 2ND day of July 2016, to the following via U.S.P.S. Priority Mail:

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CANDACE L. CURTIS

Respectfully submitted,

Candace Louise Curtis
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American Canyon CA 94503
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 1st day of August 2016, to the following via U.S.P.S. Priority Mail:

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CANDACE L. CURTIS

EXHIBITS

EXHIBIT 1 – Motion for Leave to File First Amended Petition……E1-E4

EXHIBIT 2 – Memorandum and Order Preliminary Injunction…….E5-E9

EXHIBIT 3 – Order Granting Motion for Leave to File First Amended Petition……..E10

EXHIBIT 4 – QBD Signature Page 37 Anomalies…….E11-E19

EXHIBIT 5 – Defendants' Joint No-Evidence Motion……...E20-E28

EXHIBIT 6 – Carl Brunsting's Motion for Partial Summary Judgment……..E29-E288

EXHIBIT 7 – April 9, 2013 Transcript……...E289-E342

EXHIBIT 8 – Carl Brunsting's Motion for Protective Order……..E343-E393

EXHIBIT 9 – Report of Temporary Administrator…….E394-E403

EXHIBIT 10 – Notice of Oral Hearing August 3, 2015……..E404-E405

EXHIBIT 11 – Curtis' Response and Motion to Produce Evidence……E406-E452

EXHIBIT 12 – August 3, 2015 Transcript……..E453-E494

EXHIBIT 13 – Notice of Hearing September 10, 2015……..E495-E496

EXHIBIT 14 – Curtis' Motion for Partial Summary Judgment……E497-E1187

EXHIBIT 15 – Curtis' Request for Hearing Date……...E1188

EXHIBIT 16 – March 9, 2016 Transcript……...E1189-E1242

EXHIBIT 17 – Fifth Circuit Opinion No. 12-20164……...E1243-E1248

EXHIBIT 18 – Amy Brunsting Affidavit……E1249-E1251

EXHIBIT 19 – Agreed Docket Control Order 412,249-401……...E1252-E1253

EXHIBIT 20 – Anita Brunsting's Response to Motions for Distributions…….E1253-E1409

EXHIBIT 21 – Defendants' July 15, 2013 Letter to the Special Master……E1410-E1412

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

CANDACE LOUISE CURTIS, PLAINTIFF	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-00592
	§	JUDGE KENNETH M. HOYT
ANITA KAY BRUNSTING, AMY RUTH BRUNSTING, AND DOES 1-100, DEFENDANTS	§	JURY TRIAL DEMANDED

MOTION FOR LEAVE TO FILE FIRST AMENDED PETITION

TO THE HONORABLE COURT:

Comes Now, Plaintiff, Candice Louis Curtis and files this Motion for Leave to File First Amended Petition pursuant to Federal Rule of Civil Procedure 15(a), and in support thereof would respectfully show as follows:

I. INTRODUCTION

1. In light of recently discovered evidence in this case, Plaintiff moves this Court to permit her to file an amended complaint. The proposed amendment asserts an additional legal theory grounded in the same basic facts as the existing complaint, but that will ensure that all parties to be impacted by the ultimate judgment are participants. Moreover, because the claim to be asserted in the amendment appears to be meritorious, it would be in the interests of justice for this claim to be included in the case.

II. BACKGROUND

2. In her Original Petition, Plaintiff brought causes of action against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust, stemming from

actions they took with regard to the Trust and Trust assets that harmed Plaintiff.

3. Through reviewing the hundreds of documents produced, Plaintiff has discovered that the Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment ("Modification Documents") executed by Nelva Brunsting after her husband's death improperly attempted to change the terms of the then-irrevocable Trust. Plaintiff now seeks leave to file a Declaratory Judgment Action as to the validity of the Modification Documents.

III. ARGUMENTS AND AUTHORITY

4. Leave to amend the pleadings "shall be freely given when justice so requires." FED. R. CIV. P. 15(a). The United States Supreme Court has long instructed that "this mandate is to be heeded." *Foman v. Davis*, 371 U.S. 178, 183 (1962). The Ninth Circuit, moreover, has stated that the policy of permitting amendments "should be applied with 'extreme liberality.'" *DCD Programs, Ltd. v. Leighton*, 833 F.2d 183, 186 (9th Cir. 1987).

5. Rule 15(a) reinforces one of the fundamental policies underlying the Federal Rules - that pleadings are not an end in themselves, but instead are only a means of helping ensure that each case is decided on its merits. *See* 6 CHARLES ALAN WRIGHT ET AL., FEDERAL PRACTICE AND PROCEDURE § 1473, at 521 (2nd ed. 1990). Thus, "if the underlying facts relied upon by a plaintiff may be a proper subject for relief, he ought to be afforded an opportunity to test his claim on the merits." *Foman*, 371 U.S. at 182; *see also Frost v. Perry*, 919 F. Supp. 1459, 1468 (D. Nev. 1996) (stating that Rule 15 should be interpreted "very liberally, in order to permit meritorious actions to go forward, despite inadequacies in the pleadings").

6. Quite appropriately, "courts have not imposed any arbitrary timing restrictions on a party's request for leave to amend and permission has been granted under Rule 15(a) at various

stages of the litigation: following discovery; after a pretrial conference; . . . when the case is on the trial calendar and has been set for a hearing by the district court; at the beginning, during, and at the close of trial; after a judgment has been entered; and even on remand following an appeal." 6 CHARLES ALAN WRIGHT ET AL., FEDERAL PRACTICE AND PROCEDURE § 1488, at 652-57 (2d ed. 1990) (citations omitted). Thus, delay - either in seeking to amend or occasioned by an amendment - in itself cannot justify denial of leave to amend. *See, e.g., DCD Programs*, 833 F.2d at 186.

7. Given the liberal policy toward amendments, the burden of demonstrating why leave to amend should not be granted falls squarely on the nonmoving party. *See id.* at 187; Frost, 919 F. Supp. at 1469. In deciding whether the nonmovant has carried this burden, courts commonly consider the following four factors: (1) bad faith or dilatory motive on the part of the movant; (2) undue delay in filing the motion; (3) prejudice to the opposing party; and (4) the futility of the proposed amendment. *See, e.g., Roth v. Marquez*, 942 F.2d 617, 628 (9th Cir. 1991).

8. Plaintiff has not unduly delayed submitting the proposed amendment, as the evidence supporting the claim has only recently come to light. These facts warrant an amendment of the Plaintiff's pleadings.

9. The Defendants would not be unfairly prejudiced by such an amendment, and their counsel has indicated that he is not opposed to our Motion for Leave.

10. Plaintiff therefore seeks leave to file the First Amended Complaint attached hereto as Exhibit "A." Justice requires that Plaintiff be afforded an opportunity to test the merits of that claim.

IV. PRAYER

WHEREFORE, Plaintiff respectfully requests that the Court (a) grant leave to file the First

Amended Complaint attached hereto as Exhibit "A," and (b) grant such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,

OSTROM/Sain
A limited Liability Partnership

BY: */s/ Jason B. Ostrom*
JASON B. OSTROM
(Fed. Id. #33680)
(TBA #24027710)
NICOLE K. SAIN THORNTON
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713.863.8891
713.863.1051 (Facsimile)

Attorneys for Plaintiff

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that he has conferred with opposing counsel and they are unopposed to this motion to amend the complaint.

/s/ Jason B. Ostrom
Jason B. Ostrom

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing. Additionally, this document will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ Jason B. Ostrom
Jason B. Ostrom

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS,	§	
	§	
Plaintiff,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-592
	§	
ANITA KAY BRUNSTING, *et al*,	§	
	§	
Defendants.	§	

MEMORANDUM AND ORDER
PRELIMINARY INJUNCTION

I. INTRODUCTION

Before the Court is the *pro se* plaintiff's, Candace Louise Curtis, renewed application for an *ex parte* temporary restraining order, asset freeze, and preliminary and permanent injunction [Dkt. No. 35]. Also before the Court is the defendants', Anita Kay Brunsting and Amy Ruth Brunsting, memorandum and response to the plaintiff's renewed motion [Dkt. No. 39]. The Court has reviewed the documents presented, including the pleadings, response and exhibits, received testimony and arguments, and determines that the plaintiff's motion for a temporary injunction should be granted.

II. BACKGROUND

A. Procedural Background

The plaintiff filed her original petition on February 27, 2012, alleging that the defendants had breached their fiduciary obligations under the Brunsting Family Living Trust ("the Trust"). Additionally, the plaintiff claimed extrinsic fraud, constructive fraud, intentional infliction of emotional distress, and sought an accounting, as well as a

recovery of legal fees and damages. The Court denied the plaintiff's request for a temporary restraining order and for injunctive relief. However, concurrent with the Court's order denying the relief sought by the plaintiff, the defendants filed an emergency motion for the removal of a *lis pendens* notice that had been filed by the plaintiff on February 11, 2012, prior to filing her suit.

The defendants sought, by their motion, to have the *lis pendens* notice removed in order that they, as the Trustees of the Trust might sell the family residence and invest the sale proceeds in accordance with Trust instructions. After a telephone conference and consideration of the defendants' argument that the Court lacked jurisdiction, the Court concluded that it lacked jurisdiction, cancelled the *lis pendens* notice, and dismissed the plaintiff's case.

The plaintiff gave notice and appealed the Court's dismissal order. The United States Court of Appeals for the Fifth Circuit determined that the Court's dismissal constituted error. Therefore, the Fifth Circuit reversed the dismissal and remanded the case to this Court for further proceedings. This reversal gave rise to the plaintiff's renewed motion for injunctive relief that is now before the Court.

B. Contentions of the Parties

The plaintiff contends that she is a beneficiary of the Trust that the defendants, her sisters, serve as co-trustees. She asserts that, as co-trustees, the defendants owe a fiduciary duty to her to "provide [her] with information concerning trust administration, copies of trust documents and [a] semi-annual accounting." According to the plaintiff,

the defendants have failed to meet their obligation and have wrongfully rebuffed her efforts to obtain the information requested and that she is entitled.

The defendants deny any wrongdoing and assert that the plaintiff's request for injunctive relief should be denied. The defendants admit that a preliminary injunction may be entered by the Court to protect the plaintiff from irreparable harm and to preserve the Court's power to render a meaningful decision after a trial on the merits. *See Canal Auth. of State of Fla. V. Calloway*, 489, F.2d 567, 572 (5th Cir. 1974). Rather, the defendants argue that the plaintiff had not met her burden.

III. STANDARD OF REVIEW

The prerequisites for the granting of a preliminary injunction require a plaintiff to establish that: (a) a substantial likelihood exists that the plaintiff will prevail on the merits; (b) a substantial threat exists that the plaintiff will suffer irreparable injury if the injunction is not granted; (c) the threatened injury to the plaintiff outweighs the threatened harm that the injunction may do to the defendants; and, (d) granting the injunction will not disserve the public interest. *See Calloway*, 489 F.2d at 572-73.

IV. DISCUSSION AND ANALYSIS

The evidence and pleadings before the Court establish that Elmer Henry Brunsting and Nelva Erleen Brunsting created the Brunsting Family Living Trust on October 10, 1996. The copy of the Trust presented to the Court as Exhibit 1, however, reflects an effective date of January 12, 2005. As well, the Trust reveals a total of 14 articles, yet Articles 13 and part of Article 14 are missing from the Trust document. Nevertheless, the Court will assume, for purposes of this Memorandum and Order, that the document

presented as the Trust is, in fact, part of the original Trust created by the Brunstings in 1996.

The Trust states that the Brunstings are parents of five children, all of whom are now adults: Candace Louise Curtis, Carol Ann Brunsting; Carl Henry Brunsting; Amy Ruth Tschirhart; and Anita Kay Brunsting Riley. The Trust reflects that Anita Kay Brunsting Riley was appointed as the initial Trustee and that she was so designated on February 12, 1997, when the Trust was amended. The record does not reflect that any change has since been made.

The plaintiff complains that the Trustee has failed to fulfill the duties of Trustee since her appointment. Moreover, the Court finds that there are unexplained conflicts in the Trust document presented by the defendants. For example, The Trust document [Exhibit 1] shows an execution date of January 12, 2005.[1] At that time, the defendants claim that Anita Kay served as the Trustee. Yet, other records also reflect that Anita Kay accepted the duties of Trustee on December 21, 2010, when her mother, Nelva Erleen resigned as Trustee. Nelva Erleen claimed in her resignation in December that she, not Anita Kay, was the original Trustee.

The record also reflects that the defendants have failed to provide the records requested by the plaintiff as required by Article IX-(E) of the Trust. Nor is there evidence that the Trustee has established separate trusts for each beneficiary, as required under the Trust, even though more than two years has expired since her appointment.

[1] It appears that Nelva Erleen Brunsting was the original Trustee and on January 12, 2005, she resigned and appointed Anita Brunsting as the sole Trustee.

In light of what appears to be irregularities in the documents and the failure of the Trustee to act in accordance with the duties required by the Trust, the Court ENJOINS the Trustee(s) and all assigns from disbursing any funds from any Trust accounts without prior permission of the Court. However, any income received for the benefit of the Trust beneficiary is to be deposited appropriately in an account. However, the Trustee shall not borrow funds, engage in new business ventures, or sell real property or other assets without the prior approval of the Court. In essence, all transactions of a financial nature shall require pre-approval of the Court, pending a resolution of disputes between the parties in this case.

The Court shall appoint an independent firm or accountant to gather the financial records of the Trust(s) and provide an accounting of the income and expenses of the Trust(s) since December 21, 2010. The defendants are directed to cooperate with the accountant in this process.

It is so Ordered

SIGNED on this 19th day of April, 2013.

Kenneth M. Hoyt
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, *et al*,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-592
	§	
ANITA KAY BRUNSTING, *et al*,	§	
	§	
Defendants.	§	

ORDER GRANTING MOTION FOR LEAVE TO FILE FIRST AMENDED PETITION

On this day, the Court considered the plaintiff's motion for leave to file first amended petition. The Court, having considered the same, is of the opinion and finds that plaintiff's request to amend should be GRANTED.

It is therefore, ORDERED that the plaintiff is hereby granted leave to amend her original petition by filing her first amended petition in its stead.

SIGNED on this 15th day of May, 2014.

Kenneth M. Hoyt
United States District Judge

Signature preceded by CAN

This one only connects to Anita

P229
Attached to Anita's 156 page objection filed December 5, 2014
Can with no Bates stamp (received from Anita on December 21, 2011)

Both signatures are Above the line

This one connects to Carole, Freed & Amy

P192
In Carole's 133 page objection filed Feb. 17, 2015

P7168 V&F000389 Curtis P-76
Vacek & freed production

P12755
Frost Bank document Production given to them by Amy

Both signatures are On the Line

This one connects to Freed and Anita
P443
Obtained by Blackburn from Vacek & Freed

P1015
Copy of P-40_p37 USCA5 was received from Anita Brunsting via email October 23, 2010

P-40_p37 USCA5 Case 4:12-cv-00592 Document 1-13 Filed in TXSD on 02127/12 Page 7 of 20
Attached to Curtis original federal complaint. Exhibit was received from Anita Brunsting via email October 23, 2010

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

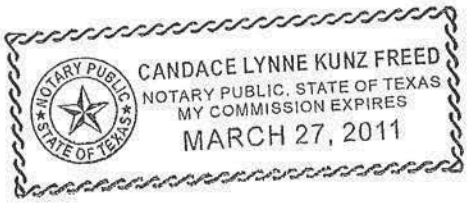
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace Lynne Kunz Freed

Notary Public, State of Texas

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

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Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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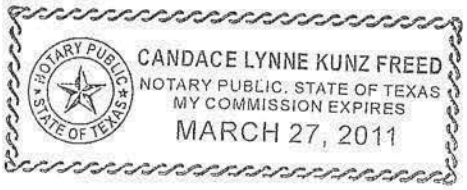
Candace L Kunz-Freed

Notary Public, State of Texas



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Founder and Beneficiary

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Nelva E. Brunsting

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Trustee

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COUNTY OF HARRIS

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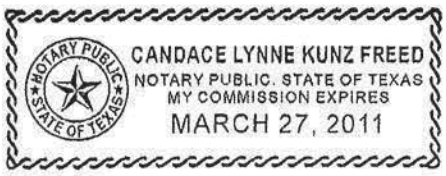

Candace L Kunz Freed

Notary Public, State of Texas

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Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

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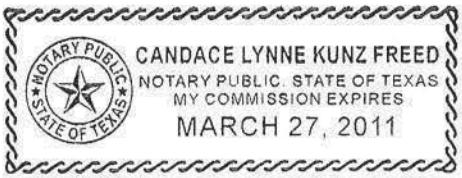

Candace L Kunz Freed

Notary Public, State of Texas

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NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

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COUNTY OF HARRIS

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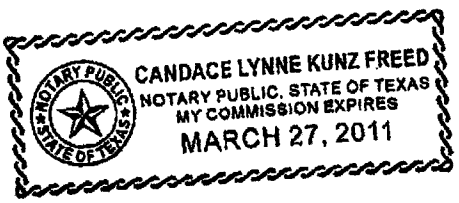

Candace Lynne Kunz Freed
Notary Public, State of Texas

EXHIBIT
P-76

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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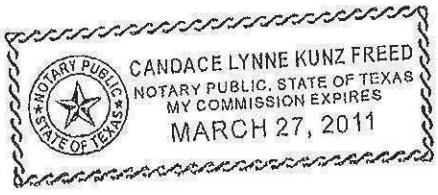


Candace L Kunz Freed

Notary Public, State of Texas

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

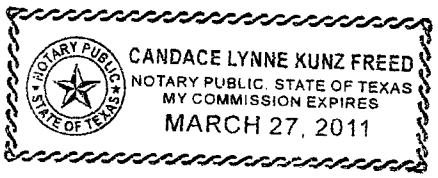
ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

Notary Public, State of Texas



ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Notary Public, State of Texas

EXHIBIT
P-40_p37
USCA5 399

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, et al	§
	§
v.	§
	§
ANITA KAY BRUNSTING, et al	§

Anita & Amy Brunsting's Joint No-Evidence Motion for Partial Summary Judgment

Defendants, Anita Brunsting and Amy Brunsting ("Defendants"), file this joint no-evidence motion for partial summary judgment and would respectfully show the Court as follows:

I. Summary of the Argument

This litigation started more than thirty-eight (38) months ago. Plaintiffs had sufficient time for discovery in this suit and the three (3) other actions[1] related to the 8/25/10 QBD (defined below). Plaintiffs challenge the 8/25/10 QBD on the following grounds, for which there is no evidence:

1. Nelva's signature on the 8/25/10 QBD was forged.

2. Nelva lacked capacity when she executed the 8/25/10 QBD.

3. Nelva was unduly influenced into executing the 8/25/10 QBD.

4. Nelva was fraudulently induced into executing the 8/25/10 QBD.

5. Nelva executed the 8/25/10 QBD under duress.

---

[1] Those three other proceedings are: (1) No. 4:12-CV-00592; *Candace Louise Curtis v. Anita Kay Brunsting*; United States District Court for the Southern District of Texas, Houston Division; (2) CA No, 2012-14538; *In re Carl Brunsting* (202 Petition); 80TH Judicial District Court of Harris County, TX; and (3) CA No. 2013-05455; *Carl Henry Brunsting v. Candace Freed & Vacek & Freed*; 164TH Judicial District Court of Harris County, TX.

II. Background

This is a family dispute among five (5) siblings of the Brunsting family: Carl, Candace, Carol, Anita, and Amy. The dispute involves a trust created by their parents: Elmer Brunsting ("Elmer") and Nelva Brunsting ("Nelva").

Elmer and Nelva created the Brunsting Family Living Trust on or about October 10, 1996. The trust was restated on January 12, 2005 (the "Family Trust"). Elmer and Nelva served as trustees of the Family Trust until 2008, when Elmer lost the ability to handle his financial affairs and Nelva served as trustee alone. In 2008, Nelva appointed Carl and Anita to serve as successor co-trustees.

Shortly after Elmer died in April 2009, in accordance with the Family Trust, successor trusts resulted: the Elmer H. Brunsting Decedent'sTrust ("Elmer's Decedent's Trust"); and the Nelva E. Brunsting Survivor's Trust ("Nelva's Survivor's Trust"). Nelva served as the trustee of both trusts, with Carl and Anita to serve as successor co-trustees.

In May 2010, Candace wrote, "[Nelva] has saved my house for me a few years in a row now by giving me the money to pay the property taxes. This time I told her she should take it out of my inheritance (that's what Daddy always said). She said no, she could help me." Candace then continued, "[Nelva] always wants to know what I spend all my money on. Why I have no savings. Why I didn't plan better. [Nelva] treats me like such a FAILURE." Apparently, Nelva thought Candace was a spendthrift and not good at handling her own financial affairs.

In or about July 2010, Carl was hospitalized for an extended period of time due to herpes encephalitis, an acute infection and inflamation of his brain. As a result, Carl's mental capacity and cognitive abilities were severely compromised. Carl continues to suffer from residual symptoms, which is why his wife Drina was substituted into this case as his attorney-in-fact.

In accordance with the Family Trust, on August 25, 2010, Nelva executed a Qualified

Beneficiary Designation and Exercise of Testamentary Powers of Appointment (the "8/25/10 QBD"). In short, the document is an exercise of Nelva's testamentary powers of appointment as contemplated by the Family Trust. The document was notarized by Nelva's attorney, Ms. Freed.[2] The chief change that prompted plaintiffs' challenge to the 8/25/10 QBD is that the co-trustees for Carl's and Candace's interest under the trust changed from: (1) Anita and Carl; to (2) Anita and Amy. Apparently, the change in co-trustees from Anita and Carl to Anita and Amy offends Carl and Candace.

Carl and Candace ("Plaintiffs") brought several proceedings alleging every conceivable means to challenge the 8/25/10 QBD. Candace filed a case in Federal Court in February 2012. Carl originally filed a Rule 202 Petition in March 2012. In January 2013, Carl filed a lawsuit against Nelva's attorneys that drafted the 8/25/10 QBD. Carl filed this litigation in this Court in April 2013. Thus, Carl and Candace have had more than thirty-eight (38) months in four (4) separate proceedings to gather evidence regarding the 8/25/10 QBD.

III. Argument & Authorities

This motion relates solely to plaintiffs challenges to the 8/25/10 QBD. It is important to put matters into perspective on plaintiffs' claims related to the 8/25/10 QBD. Ordinarily the laundry list of challenges a contestant makes to an instrument is when there is a disproportionate change in the distribution of property. Here, the 8/25/10 QBD does not affect the percentage of assets each child will receive in trust nor the distributions standards. For plaintiffs, the sole impact is the change in co-trustees from: (1) Anita and Carl; to (2) Anita and Amy.

[2] The attorneys' name is Candace Lynne Kunz Freed. Ms. Freed is used to prevent confusion between Nelva's attorney, Candace Freed, and Nelva's daughter, Candace Curtis, since they share the same first name.

Plaintiffs' challenges to the 8/25/10 QBD center on the contention that Nelva would never have appointed Amy to serve in Carl's place as a co-trustee. However, plaintiffs ignore the fact that Carl suffered from herpes encephalitis in July 2010, which caused Carl's substantially diminished physical and mental capacity.

A. No Evidence Nelva's Signature on the 8/25/10 QBD was Forged.

Plaintiffs allege the 8/25/10 QBD was forged.

A document is forged if a person signs the document so that it purports to be the act of another who did not authorize the act.[3] The burden of proof rest on those seeking to set aside the instrument to show forgery.[4]

There is no competent summary judgment evidence to support that someone other than Nelva executed the 8/25/10 QBD. Accordingly, this no-evidence motion for summary judgment must be granted.

B. No Evidence Nelva Lacked Capacity When Executing 8/25/10 QBD.

Plaintiffs allege Nelva lacked capacity when executing the 8/25/10 QBD.

The law presumes that a trustor has sufficient mental capacity at the time of execution to understand her legal rights.[5] Therefore, the burden of proof rests on those seeking to set aside the instrument to show lack of mental capacity at the time of execution.[6]

Here, plaintiffs must provide competent summary judgment evidence Nelva lacked sufficient

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[3] TEXAS PATTERN JURY CHARGES: EXPRESS TRUSTS PJC 235.4 (2014); *See In re Estate of Flores*, 76 S.W.3d 624, 630 (Tex. App.—Corpus Christi 2002, no pet.).

[4] *In re Estate of Flores*, 76 S.W.3d 624, 630 (Tex. App.—Corpus Christi 2002, no pet.)

[5] *Walker v. Eason*, 643 S.W.2d 390, 391 (Tex. 1982); *Bradshaw v. Naumann*, 528 S.W.2d 869, 873 (Tex. Civ. App.—Austin 1975, writ dism'd); and TEX. PROP. CODE § 112.007.

[6] *Walker v. Eason*, 643 S.W.2d 390, 391 (Tex. 1982).

mind and memory to understand the nature and consequences of her acts and the business she was transacting when she executed the 8/25/10 QBD.[7] Plaintiffs can provide no such evidence. Accordingly, this no-evidence motion for summary judgment must be granted.

C. No Evidence Nelva was Unduly Influenced to Sign the 8/25/10 QBD.

Plaintiffs alleged Nelva's execution of the 8/25/10 QBD was procured by undue influence.

"Undue influence" means that—

1. an influence existed and was exerted, and
2. the influence undermined or overpowered the mind of the person executing the document at the time of its execution, and
3. the person would not have executed the document but for such influence.[8]

The burden of proving undue influence is upon the party contesting its execution.[9]

Here, there is no evidence that Anita and/or Amy exerted any influence, much less undue influence, to make themselves trustees of Carl's and Candance's share of the trust after Nelva's death.

There is no evidence that, prior to its execution, Nelva had discussions with Anita and/or Amy regarding the terms of the 8/25/10 QBD.

There is no evidence that Anita and/or Amy contacted Nelva's attorney, Ms. Freed, and prescribed the terms or even discussed the terms of the 8/25/10 QBD.

There is no evidence that Anita and/or Amy participated in the drafting of the 8/25/10 QBD.

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[7] *See Mandell & Wright v. Thomas*, 441 S.W.2d 841, 845 (Tex. 1969).

[8] TEXAS PATTERN JURY CHARGES: EXPRESS TRUSTS PJC 235.3 (2014); *Rothermel v. Duncan*, 369 S.W.2d 917, 922 (Tex. 1963).

[9] *Rothermel v. Duncan*, 369 S.W.2d 917, 922 (citing *Scott v. Townsend*, 166 S.W. 1138 (Tex. 1914)).

There is no evidence that Anita and/or Amy were present when Nelva executed the 8/25/10 QBD.

Assuming, without admitting, there was an influence, there is no evidence that Nelva was mentally or physically compromised in August 2010, such that her free will was susceptible to being overcome.

Accordingly, this no-evidence motion for summary judgment must be granted.

D. No Evidence Nelva Executed the 8/25/10 QBD as a Result of Fraud.

Plaintiffs allege that Nelva executed the 8/25/10 QBD as a result of fraud. This type of allegation is a species of undue influence.[10] Nevertheless, in an abundance of caution and in the interest of judicial economy, Anita and Amy will specifically address plaintiffs' fraud claims as a separate allegation.

Fraud occurred if—

1. a person made a material misrepresentation, and
2. the misrepresentation was made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
3. the misrepresentation was made with the intention of inducing the trustor to sign the document, and

4. Trustor relied on the misrepresentation in signing the document.

"Misrepresentation" means:

A false statement of fact [or]

A promise of future performance made with an intent, at the time the promise was made, not to perform as promised [or]

A statement of opinion based on a false statement of fact [or]

---

[10] TEXAS PATTERN JURY CHARGES: WILL CONTESTS PJC 230.6; *Curry v. Curry*, 270 S.W.2d 208 (Tex. 1954).

A statement of opinion that the maker knows to be false [or]

An expression of opinion that is false, made by one claiming or implying to have special knowledge of the subject matter of the opinion.

"Special knowledge" means knowledge or information superior to that possessed by Trustor and to which Trustor did not have equal access.[11]

The contestant claiming fraud has the burden of proof.[12]

There is no evidence that Anita and/or Amy made any representation to Nelva with the intention of inducing Nelva to sign the 8/25/10 QBD.

Assuming, without admitting, that Anita and/or Amy made a representation to Nelva with the intention of inducing Nelva to sign the 8/25/10 QBD, there is no evidence such representation was false.

Assuming, without admitting, that Anita and/or Amy made a false representation, there is no evidence Nelva relied on the misrepresentation in executing the 8/25/10 QBD.

Accordingly, this no-evidence motion for summary judgment must be granted.

E. No Evidence Nelva Signed 8/25/10 QBD Under Duress.

Plaintiffs alleged the 8/25/10 QBD is invalid because Nelva executed it under duress.

Duress is the mental, physical, or economic coercion of another, causing that party to act contrary to his free will and interest.[13]

---

[11] TEXAS PATTERN JURY CHARGES: WILL CONTESTS PJC 230.6.

[12] TEXAS PATTERN JURY CHARGES: WILL CONTESTS PJC 230.6; *In re Estate of Graham*, 69 S.W.3d 598, 612 (Tex. App.—Corpus Christi 2001, no pet.).

[13] TEXAS PATTERN JURY CHARGES: CONTRACTS PJC 101.26; *Black Law Pipe Line Co. v. Union Construction Co.*, 538 S.W.2d 85 n.2 (Tex. 1976); *Brooks v. Taylor* 359 S.W.2d 539, 542 (Tex. Civ. App.–Amarillo 1962, writ ref'd n.r.e.); and *Housing Authority of City of Dallas v. Hubbell*, 325 S.W.2d 880, 905 (Tex. Civ. App. – Dallas 1959, writ ref'd n.r.e.).

The contestant claiming duress bears the burden of proof.[14]

As the Texas Pattern Jury Charge warns, duress is only reached if the alleged coercion can legally constitute duress.[15] "It is never duress to threaten to do that which a party has a legal right to do."[16]

There is no evidence that Anita and/or Amy used mental coercion to cause Nelva to act contrary to her own free will and interest in executing the 8/25/10 QBD.

There is no evidence that Anita and/or Amy used physical coercion to cause Nelva to act contrary to her own free will and interest in executing the 8/25/10 QBD.

There is no evidence that Anita and/or Amy used economic coercion to cause Nelva to act contrary to her own free will and interest in executing the 8/25/10 QBD.

Accordingly, this no-evidence motion for summary judgment must be granted.

IV. Prayer

For these reasons, Defendants pray that their no-evidence motion for partial summary judgment be granted and that Defendants receive all other relief, general and special, legal and equitable, to which they or the trusts may be entitled.

[SIGNATURES ON FOLLOWING PAGE]

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[14] *Sudan v. Sudan*, 199 S.W.3d 291, 292 (Tex. 2006).

[15] TEXAS PATTERN JURY CHARGES: CONTRACTS PJC 101.26.

[16] *Ulmer v. Ulmer*, 162 S.W.2d 944, 947 (Tex. 1942).

Respectfully Submitted,

/s/ Brad Featherston

Stephen A. Mendel (13930650)
Bradley E. Featherston (24038892)
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Tel: 281-759-3213
Fax: 281-759-3214
stephen@mendellawfirm.com
brad@mendellawfirm.com

Counsel for Anita Kay Brunsting
In Capacities at Issue

Respectfully Submitted,

/s/ Neal Spielman (w/permission /s/ BEF)

Samuel S. Griffin, III (008473800)
Neal Spielman (00794678)
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, TX 77079
Tel: 281-870-1124
Fax: 281-870-1647
sgriffin@grifmatlaw.com
nspielman@grifmatlaw.com

Counsel for Amy Ruth Brunsting
In Capacities at Issue

Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Candace Louis Curtis
218 Landana Street
American Canyon, CA 94503
Tel: 925-759-9020

Pro Se

Bobbie G. Bayless
2931 Ferndale
Houston, Texas 77098
O: 713-522-2224; F: 713-522-2218

Attorney for Drina Brunsting,
Alleged Attorney in Fact for
Carl Brunsting

Darlene Payne Smith
1401 McKinney, 17TH Floor
Houston, Texas 77010
O: 713-752-8640; F: 713-425-7945

Attorney for Carol Ann Brunsting

via e-service or email on June 26, 2015.

/s/ Brad Featherston

Bradley E. Featherston

RV

DATA-ENTRY
PICK UP THIS DATE

PROBATE COURT 4

FILED
7/9/2015 6:11:24 PM
Stan Stanart
County Clerk
Harris County

07132015 08089 P00080

NO. 412.249-401

ESTATE OF	§	**IN PROBATE COURT**
	§	
NELVA E. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

CARL HENRY BRUNSTING,	§	**IN PROBATE COURT**
individually and as independent	§	
executor of the estates of Elmer H.	§	
Brunsting and Nelva E. Brunsting	§	
	§	
vs.	§	
	§	
ANITA KAY BRUNSTING f/k/a	§	
ANITA KAY RILEY, individually,	§	
as attorney-in-fact for Nelva E. Brunsting,	§	
and as Successor Trustee of the Brunsting	§	**NUMBER FOUR (4) OF**
Family Living Trust, the Elmer H.	§	
Brunsting Decedent's Trust, the	§	
Nelva E. Brunsting Survivor's Trust,	§	
the Carl Henry Brunsting Personal	§	
Asset Trust, and the Anita Kay Brunsting	§	
Personal Asset Trust;	§	
AMY RUTH BRUNSTING f/k/a	§	
AMY RUTH TSCHIRHART,	§	
individually and as Successor Trustee	§	
of the Brunsting Family Living Trust,	§	
the Elmer H. Brunsting Decedent's Trust,	§	
the Nelva E. Brunsting Survivor's Trust,	§	
the Carl Henry Brunsting Personal	§	
Asset Trust, and the Amy Ruth Tschirhart	§	
Personal Asset Trust;	§	
CAROLE ANN BRUNSTING, individually	§	
and as Trustee of the Carole Ann	§	
Brunsting Personal Asset Trust; and	§	
as a nominal defendant only,	§	
CANDACE LOUISE CURTIS	§	**HARRIS COUNTY, TEXAS**

CARL HENRY BRUNSTING'S MOTION FOR PARTIAL SUMMARY JUDGMENT

TO THE HONORABLE PROBATE COURT:

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COMES NOW Drina Brunsting as attorney-in-fact for Carl Henry Brunsting, individually ("Carl"), filing this Motion for Partial Summary Judgment, and in support thereof would show as follows:

I.

Summary Judgment Issues

This is a case involving, among other things, a dispute about changes purportedly made to a trust of which all of the parties are beneficiaries, as well as the administration of that trust and disbursements made from that trust after the parties' mother resigned as trustee and Defendant, Anita Kay Brunsting ("Anita"),[1] took over the trustee duties. This Motion for Partial Summary Judgment seeks relief on two specific points at issue in this case.

1. Carl seeks a determination, as a matter of law, that the August 25, 2010 Qualified Beneficiary Designation is null and void because it violates the terms of the Brunsting Family Living Trust as restated on January 12, 2005 (the "Family Trust") which prohibits amendments after the death of the first founder.[2] Elmer, the first founder to die, died in 2009. (Exhibit 4, p. P4347).
2. Carl also seeks a determination, as a matter of law, that disbursements in 2011 of Exxon Mobil stock and Chevron stock were improper distributions for which Anita, as the trustee making the disbursements is liable, and for which the beneficiaries who

[1] The Brunsting family members, for simplification purposes only, will all be referred to herein by their first names.

[2] Because the Family Trust refers to settlors as founders, that terminology is being used in this motion.

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received benefits from those distributions are also liable pursuant to Tex. Prop. Code §114.031, including through an offset of the applicable beneficiary's liability against that beneficiary's remaining interest in the trust estate.

II.

Summary Judgment Evidence

The following summary judgment evidence is presented in support of this motion:

1. The Restatement of The Brunsting Family Living Trust dated January 12, 2005 (P317-403)[3] (Exhibit 1)
2. The First Amendment to the Restatement to the Brunsting Family Living Trust dated September 6, 2007 (P444-445) (Exhibit 2)
3. The Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated August 25, 2010 (P407-443) (Exhibit 3)
4. Documents produced by Computershare in Carl's pre-suit discovery action filed on March 9, 2012[4]
   (P4308-4396) (Exhibit 4)
5. Schedule F from the summaries of transactions provided by Anita on March 27, 2012 (P12168-12170) (Exhibit 5)

[3] The page number references are to the documents as numbered and previously produced by Carl in discovery in this case.

[4] This exhibit as filed has been redacted to remove or limit sensitive information. Such redactions were not made on the documents when produced.

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6. Anita's Responses to Candace Louise Curtis' First Written Interrogatories (Exhibit 6)

7. Acceptance By Successor Trustee dated December 21, 2010 (p. P446) (Exhibit 7)

III.

8/25/10 Qualified Beneficiary Designation Is Void As a Matter of Law

In 1996, Elmer and his wife Nelva E. Brunsting ("Nelva") created the Family Trust. In addition to the restated Family Trust dated January 12, 2005 (Exhibit 1), a further amendment was done on September 6, 2007 which changed the provision naming successor trustees (Exhibit 2). Carl and Amy had been named successor trustees in the Family Trust, with Candy named as a further potential successor co-trustee should either Carl or Amy be unable to serve (Exhibit 1, p. P239, Article IV, Section B). The 2007 amendment named Carl and Candy as successor trustees (Exhibit 2).

Article III of the Family Trust allowed it to be revoked or amended only so long as both founders were living. The Family Trust specified, however, that upon the death of the first founder, the Family Trust "shall not be subject to amendment, except by a court of competent jurisdiction." (Exhibit 1, P. P237, Article III, Section, B, first paragraph). The same section in Article III concerning amendments also addressed the issue of qualified beneficiary designations with the following explanation:

> "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*

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or interest alone." (emphasis added) (Exhibit 1, p. P237, Article III, Section B, second paragraph)

On April 1, 2009, Elmer Brunsting died, thus triggering the provision which stated that the trust had become irrevocable and could no longer be amended, including by way of a qualified beneficiary designation. Elmer's death also triggered the division of the Family Trust's assets into the Elmer H. Brunsting Decedent's Trust ("Decedent's Trust") and the Nelva E. Brunsting Survivor's Trust ("Survivor's Trust") (Exhibit 1, p. P257, Article VII, Section B).

In July 2010, when Carl became ill with encephalitis and was in no position to continue to moderate the contentious relationship between his sisters as he had done before, the Defendants took aggressive steps to take control of the Family Trust's assets to the exclusion of Carl, and in some respects, to the exclusion of Carl's other sibling, Candy. Those steps culminated in the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement prepared by Nelva's counsel.[5] Under that document, only Carl and Candy were stripped of rights they had been afforded under the Family Trust.

This was done despite the lack of ambiguity in Article III of the Family Trust. That Article provides that a qualified beneficiary designation is an amendment to the Family Trust and that no amendment could be made after Elmer died in 2009. Moreover, any confusion that might be caused

---

[5] A separate action was brought against Vacek & Freed and Candace Freed in Cause No. 2013-05455; *Carl H. Brunsting, Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting v. Candace L. Kunz-Freed and Vacek & Freed, PLLC, f/k/a The Vacek Law Firm, PLLC;* In the 164th Judicial District Court of Harris County, Texas when that law firm refused to continue a tolling agreement until a resolution could be reached among the Brunsting siblings. That action can not continue to be prosecuted, however, until a successor personal representative is appointed to replace Carl. Some of the issues raised in this motion should make it clear why an action was brought against the attorneys who prepared an instrument in conflict with the provisions of the earlier instrument they, themselves had also prepared.

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by the title of the document executed on August 25, 2010 which included both the term "qualified beneficiary designation" and "exercise of testamentary powers of appointment" would seem to be dispelled by consulting the definitions contained in Article XIII of the Family Trust. The definition provided for a power of appointment indicates that is simply another name for a qualified beneficiary designation. That definition is found in Article XIII which reads as follows:

> 10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgments by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.
>
> The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.
>
> The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration. (Exhibit 1, p. P309, Article XIII, definition 10).

While that is really more of a recitation of the requirements than a definition, what it does make clear is that, under the terms of the Family Trust, a qualified beneficiary designation and a power of appointment are one and the same. Thus, regardless of whether it was called a qualified beneficiary designation, a power of appointment, or both, the Family Trust states that it is to be

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considered an amendment to the trust.[6] As such it was prohibited by the Family Trust after the death of one of the founders. The 8/25/10 Qualified Beneficiary Designation was prepared after Elmer's death and is, therefore, void as a matter of law.

IV.

Stock Transfers Were Improper as a Matter of Law

Anita took over the role of trustee from her mother on December 21, 2010. (Exhibit 7). Once Anita took over as trustee, she used her new position of control to make distributions of substantial portions of Exxon Mobil and Chevron stock to herself, her children, her sisters, and one of her sister's children, and to the exclusion of her ill brother, Carl, who, after his mother, was the one most in need of assistance. Those transactions were as follows:

1. Anita transferred 1120 shares of Exxon Mobil stock to Amy from the Survivor's Trust on May 9, 2011 (Exhibit 4, p. P4310, 7th paragraph; p. P4385-4386)
2. Anita transferred 160 shares of Exxon Mobil stock to herself from the Survivor's Trust on June 13, 2011 (Exhibit 4, p. P4310, 8th paragraph, p. P4387-4388)

---

[6] While Defendants may attempt to claim confusion because of the inclusion of language in Article VIII, Sections B and C suggesting the surviving founder would have some right to make powers of appointment (Exhibit 1, p. P262 and 264) , those provisions, at best, conflict with, but do not negate, the provisions indicating such to be just another name for a qualified beneficiary designation which is not allowed after the first founder's death because it would be an attempted amendment to a trust which is no longer revocable. (Exhibit 1, p. P237, Section B). And should Defendants attempt to assert that there is some different status given to a power of appointment pursuant to the terms of the Family Trust, that is not specified anywhere, nor was any distinction preserved by the 8/25/10 Qualified Beneficiary Designation itself.

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3. Anita transferred 135 shares of Chevron stock to herself from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12169, bottom of page under "Anita became trustee Dec. 2011")[7]

4. Anita transferred 135 shares of Chevron stock to Amy's minor daughter, Ann Brunsting, from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12170)

5. Anita transferred 135 shares of Chevron stock to Amy's minor son, Jack Brunsting, from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12170)

6. Anita transferred 135 shares of Chevron stock to her own minor daughter, Katie Riley, from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12170)

7. Anita transferred 135 shares of Chevron stock to her own son, Luke Riley, from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12170)

8. Anita transferred 160 shares of Exxon Mobil stock to Candy from the Survivor's Trust on June 15, 2011 (Exhibit 4, p. P4310, 8th paragraph; p. P4387-4388)

[7] The proof of the transfers of Chevron stock must be taken from Anita's summaries provided on March 27, 20112 because Carl is aware of no transfer documents ever having been provided by Anita. Likewise, the documents concerning the Exxon Mobil stock transfers were not provided by Anita, but Carl had learned of those transfers from Candy and sought the records directly from Exxon Mobil's transfer agent through the pre-suit discovery action he filed on March 9, 2012. It was only after Anita received notice of that action that she provided her unsupported summary. The inadequacies of Anita's disclosures as a fiduciary, however, will be addressed at a later time.

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9. Anita transferred 1325 shares of Exxon Mobil stock to Carole from the Decedent's Trust on June 15, 2011 (Exhibit 4, p. P4310, 3rd paragraph; p. P4362; p. P4369-4370)

None of these transfers were authorized by the provisions of the Family Trust. One reason they are unauthorized is that all of the shares of stock, other than those transferred to Carole, were transferred from the Survivor's Trust. Article VIII of the Family Trust requires the Survivor's Trust to be administered solely for the surviving founder's benefit.[8] That Article requires distributions, whether of income[9] or principal to be for the founder's benefit as may be necessary for her education, health, maintenance, and support. (Exhibit 1, p. P261-263, Article VIII, Section B and C). These disbursements were not to the surviving founder or for her benefit[10] and thus were not authorized by the Family Trust.

And even if the Family Trust had provided for distributions from the Survivor's Trust to someone other than the surviving founder, these were distributions of principal. Therefore, Anita, as trustee, was required to follow the specified standards for disbursements for the surviving

---

[8] Once again, after the party vacancy has been cured, the issue of Vacek & Freed's role in the administration of the Family Trust is one which needs to be addressed in the case filed against that law firm, but it is clear that Vacek & Freed took on Anita's representation as trustee and that they also continued to represent Nelva until her death. In addition to the damages caused by these improper transfers, if the transfers are not reversed, the question of tax consequences raised by failing to use the Survivor's Trust only for Nelva's benefit will have to be explored.

[9] In addition to the lost value of the shares themselves, all shares were dividend-bearing shares during the period after they were transferred, and those amounts of income were also lost.

[10] In fact, there is a significant question concerning whether grandchildren would have been entitled, under any circumstances, to distributions from the Family Trust until the death of both founders. Article I, Section C limits descendants to the named children of Elmer and Nelva Brunsting and any children subsequently born to or adopted by Elmer and Nelva. (Exhibit 1, p. P234, last full paragraph).

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founder's education, health, maintenance, or support. (Exhibit 1, p. P262-263). Instead, Anita has admitted in her responses to Candy's interrogatories that she did not take anything into consideration, including whether the distributions were necessary or advisable even to the recipients,[11] much less to the surviving founder. Instead, Anita indicated such transfers were "made at Nelva Brunsting's instruction."[12] (Exhibit 6, Responses to Interrogatory Numbers 3, 4, 5). That is not a basis under the terms of the Family Trust for these transfers, even if they had been otherwise authorized transfers. Thus, these transfers resulted from Anita's breach of her fiduciary duties[13] and were improper as a matter of law.

And although the disbursement of 1325 shares of Exxon Mobil stock to Carole came from the Decedent's Trust, the terms of the Family Trust as to administration of the Decedent's Trust were still not followed. All net income from the Decedent's Trust was to be paid to the surviving founder, and only limited amounts of principal could also be disbursed to the surviving founder without the imposition of the guidelines set forth in Article IX. (Exhibit 1, p. P268-269, Article IX). So, even

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[11] Leaving aside for the moment Nelva's health issues and her need for caregivers, as well as Carl's serious medical issues, Anita's summary reflects that none of these transfers were necessary. The June 14, 2011 transfers of Chevron stock to Amy's minor children were, according to Anita's own summary, a "gift for future car/college." (Exhibit 5, p. P12170). And the similar transfers to Anita's own children were described as "gift for college exp." (Exhibit 5, p. P12170). The gifts to Anita's children come on the heals of, or were made contemporaneously with, over $37,000 in other disbursements to Anita for college expenses and automobiles for her children. (Exhibit 5, p. P12169).

[12] That seems unlikely since there was no history of such distributions while Nelva was trustee, and one would assume the distributions would have been made by Nelva before she resigned had she truly wanted them to be made. Nevertheless, even if the allegation that Nelva instructed that the distributions be made is accepted as true, that does not relieve Anita of her fiduciary obligations under the provisions of the Family Trust. There is nothing in the Family Trust authorizing Anita to make such distributions on Nelva's instruction.

[13] This is the case without even examining the self-dealing nature of a number, if not all, of the transfers.

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if such a distribution had been authorized under certain standards, no attempt was even made to meet those standards because it was again done, without regard to the standards, but allegedly at Nelva's instruction. (Exhibit 6, Response to Interrogatory number 2). Moreover, there is further evidence that the transfer allegedly to "pay off/fix house" was not necessary, because Anita's summary indicates Carole had already been paid $20,000 from the Family Trust on October 1, 2010 for either a loan or a gift to "fix house" (Exhibit 5, p. P12169).

First of all, the transfer of Exxon stock did not properly meet the guidelines for all distributions from the Decedent's Trust which required the trustee to "give primary consideration to the Surviving Founder's health, education, maintenance and support, and thereafter to our descendants health, education, maintenance and support." (Exhibit 1, p. P268, Article IX, Section B). And since this was, at best, a discretionary distribution, the following guidelines had to be met:

> "Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.
>
> Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts *according to the respective needs of the Decedent's Trust beneficiaries* and shall not be charged against a beneficiary's ultimate share of trust property." (emphasis added) (Exhibit 1, p. P269, Article IX, Section C).

As stated, the beneficiary most in need of assistance, other than Nelva, was Carl but he received nothing. Since none of the transfers of stock met the standards required by the terms of the Family Trust, Anita, as the trustee making these distributions, is liable, as a matter of law, for all

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such distributions, including the one to Carole from the Decedent's Trust. And pursuant to Tex. Prop. Code §114.031, the beneficiaries receiving the improper distributions are also responsible for the damages caused by the distributions once those damages are established. That section provides as follows:

> (a) A beneficiary is liable for loss to the trust if the beneficiary has:
>
> (1) misappropriated or otherwise wrongfully dealt with the trust property;
>
> (2) expressly consented to, participated in, or agreed with the trustee to be liable for a breach of trust committed by the trustee;
>
> (3) failed to repay an advance or loan of trust funds;
>
> (4) failed to repay a distribution or disbursement from the trust in excess of that to which the beneficiary is entitled; or
>
> (5) breached a contract to pay money or deliver property to the trustee to be held by the trustee as part of the trust.
>
> (b) Unless the terms of the trust provide otherwise, the trustee is authorized to offset a liability of the beneficiary to the trust estate against the beneficiary's interest in the trust estate, regardless of a spendthrift provision in the trust.

V.

Conclusion

The Qualified Beneficiary Designation of 8/25/10 fails, as a matter of law, as an attempted amendment to the Family Trust after the death of one of the founders. The transfers by Anita of significant stock holdings to the detriment of Nelva and the exclusion of Carl notwithstanding his

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life-threatening illness were not authorized by the terms of the Family Trust and, as a matter of law, create liability for Anita as trustee and for the beneficiaries who, at a minimum, have received distributions in excess of that to which they are allowed under the terms of the Family Trust.

WHEREFORE, PREMISES CONSIDERED, Carl requests that the Court grant his Motion for Partial Summary Judgment, and for such other and further relief to which Carl may be entitled.

Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless
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bayless@baylessstokes.com

Attorneys for Drina Brunsting, attorney-in-fact for Carl Henry Brunsting

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 9th day of July, 2015, as follows:

Bradley Featherston
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
via U.S. First Class Mail

Stephen A. Mendel
Neal Spielman
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
via U.S. First Class Mail

Darlene Payne Smith
Lori A. Walsh
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, Texas 77010
via U.S. First Class Mail

Candace Curtis, *Pro Se*
218 Landana St.
American Canyon, California 94503
via U.S. First Class Mail

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

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NO. 412.249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting	§	IN PROBATE COURT
vs.	§	
ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS	§	NUMBER FOUR (4) OF
	§	HARRIS COUNTY, TEXAS

AFFIDAVIT OF BOBBIE G. BAYLESS
IN SUPPORT OF CARL HENRY BRUNSTING'S
MOTION FOR PARTIAL SUMMARY JUDGMENT

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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned official, on this day personally appeared BOBBIE G. BAYLESS, who is personally known to me, and first being duly sworn according to law, upon her oath deposed and said:

A. "My name is BOBBIE G. BAYLESS. I am over eighteen years of age, have never been convicted of a crime, and am fully competent to make this affidavit. I have personal knowledge of the statements contained herein, which are all true and correct.

B. I am an attorney with the law firm of Bayless & Stokes and the attorney representing Drina Brunsting as attorney-in-fact for Carl Henry Brunsting, individually ("Carl") in this action.

C. In the course of my representation of Carl, I have obtained the following documents, true and correct copies of which are attached to Carl's motion:

1. The Restatement of The Brunsting Family Living Trust dated January 12, 2005 provided by Vacek & Freed (P317-403) (Exhibit 1)

2. The First Amendment to the Restatement to the Brunsting Family Living Trust dated September 6, 2007 provided by Vacek & Freed (P444-445) (Exhibit 2)

3. The Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated August 25, 2010 provided by Vacek & Freed (P407-443) (Exhibit 3)

4. Documents produced by Computershare in Carl's pre-suit discovery action filed on March 9, 2012 (P4308-4396) (Exhibit 4)

5. Schedule F from the summaries of transactions provided by Anita's counsel on March 27, 2012 (P12168-12170) (Exhibit 5)

6. Anita's Responses to Candace Louise Curtis' First Written Interrogatories in this proceeding (Exhibit 6)

7. Acceptance By Successor Trustee dated December 21, 2010 provided by Vacek & Freed (p. P446)
(Exhibit 7)

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/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

SWORN TO AND SUBSCRIBED before me on this the 9th day of July, 2015.

/s/ Shawn M. Teague
Notary Public in and for the
State of TEXAS
Printed Name: Shawn M. Teague
My Commission Expires: April 3, 2019

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Exhibit 1

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THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

Prepared By

Albert E. Vacek, Jr.

The Vacek Law Firm, PLLC

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Houston, Texas 77079

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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 ad 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.

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Our trust may also be known as:

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

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

Name	Birth Date
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 our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust

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during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

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Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

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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

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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.

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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.

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A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

COPY NOT A PORTION

On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

_____
Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____.

_____
Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

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 of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee 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.

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Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may 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 Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

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Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

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deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or

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estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or

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such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

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Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

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Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,

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in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent

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of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death

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of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

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Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

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Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;

2. Our residence shall be designed or adapted for human residence;

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3. Such property shall at all times be used as our residence;

4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;

5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;

6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and

7. This trust has acquired the property in an instrument of title that

   a. describes the property with sufficient certainty to identify it and the interest acquired;

   b. is recorded in the real property records of the county in which the property is located; and

   c. is executed by one or both of us as Trustors or by our personal representatives.

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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

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

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2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

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Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

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2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

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3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

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1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

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The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

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

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

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b. Purchase of Assets and Loans

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

c. Distributions from the Personal Representative

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

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

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c. **Taxes and Returns**

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

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Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.

2. **PRINCIPAL**

   a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed $5,000.00.

   b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.

   c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

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If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the

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appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

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Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

Beneficiary	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
CARL HENRY BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
ANITA KAY RILEY	1/5

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share created for CANDACE LOUISE CURTIS shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

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ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

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iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

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i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

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However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to

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CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY

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BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

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In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH

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TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last

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will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on

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such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

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2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount.

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

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Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

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Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

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Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

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Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall 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 proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

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2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

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The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

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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.

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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

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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

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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.

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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.

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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

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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.

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Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

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4. Founders. The term "Founders" means the "grantors", "trustors", "settlors" or any other name given to the makers of this trust either by law or by popular usage.

5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals, other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.

6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.

8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

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10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

    The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

    The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

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Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, 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 the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

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Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

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Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

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Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity

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as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, 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 transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

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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
ELMER H. BRUNSTING, Founder

Nelva E. Brunsting
NELVA E. BRUNSTING, Founder

Elmer H. Brunsting
ELMER H. BRUNSTING, Trustee

Nelva E. Brunsting
NELVA E. BRUNSTING, Trustee

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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.

Charlotte Allman

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS

CHARLOTTE ALLMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2005

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Exhibit 2

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FIRST AMENDMENT TO THE RESTATEMENT TO THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, hereby amend the said Trust, as follows, to-wit:

1. The said trust entitled "The Brunsting Family Living Trust dated October 10, 1996" is hereby amended so that any and all references to "ANITA RILEY" shall be to "ANITA BRUNSTING". Said correction is incorporated herein as a part of the Brungsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article IV, Section B of the said Trust entitled "Our Successor Trustees" is hereby amended so that from henceforth Article IV, Section B is replaced in its entirety with the Article IV, Section B set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996, as restated on January 12, 2005, for all purposes.

3. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

4. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS OUR HANDS this the 6th day of September, 2007.

Elmer H. Brunsting

ELMER H. BRUNSTING,
Founder and Trustee

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of September, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Candace L Kunz-Freed

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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EXHIBIT "A"

Article IV

Our Trustees

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 or entities will serve as Co-Trustees:

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

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.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

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Exhibit 3

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QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

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the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

Beneficiaries	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
CARL HENRY BRUNSTING	1/5
ANITA KAY BRUNSTING	1/5

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B. **Division into Separate Shares**

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. **Share for CANDACE LOUISE CURTIS**

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. **Share for CAROL ANN BRUNSTING**

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. **Share for AMY RUTH TSCHIRHART**

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

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RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

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to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;

2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;

3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

4. To protect trust assets and income from claims of and interference from third parties;

5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

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7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);

8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;

9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and

10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

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successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c)) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

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the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustor's intent in creating the trust, as set forth above in paragraph B.

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.

a. Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Education, Maintenance and Support": In exercising the discretionary powers to provide benefits under this trust, the Trustee shall take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustor requests that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including,

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but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.

c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

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Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."

e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."

H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

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thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

   a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

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for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

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business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

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as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).

7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

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make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.

2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.

3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.

B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

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PLLC of Houston, Texas, to help ensure the appropriate selection of the initial Trust Protector.

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."

3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.

4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."

5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not

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require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

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incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

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The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.

   a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.

   b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").

   c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

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state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.

7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.

8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.

9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

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inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

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1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;

2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;

3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;

4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;

5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;

6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;

7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

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attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;

9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

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B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

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Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

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be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041 , no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

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Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.

3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:

   a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.

4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

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the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

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7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.

B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

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most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).

2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.

3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

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separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power; Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.

5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

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the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:

   a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and

   b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.

3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.

4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

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not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:

   a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;

   b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;

   c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or

   d. Abandon Property: Abandonment of such asset.

2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.

3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

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Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.

D. Indemnification of Trustee from Trust Assets for Environmental Expenses:

1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.

   a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:

      (i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;

      (ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;

      (iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and

      (iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.

   b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:

      (i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

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(ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.

3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.

F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

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ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Candace L Kunz Freed

Notary Public, State of Texas

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Exhibit 4

Computershare

Computershare Investor Services
250 Royall Street
Canton Massachusetts 02021
www.computershare.com

July 05, 2012

BOBBIE G BAYLESS
ATTORNEY AT LAW
BAYLESS & STOKES
2931 FERNDALE
HOUSTON TX 77096

Company Name: EXXON MOBIL CORPORATION / XOM
Holder Account Number: [redacted]2102
Registration: Elmer H Brunsting Or Nelva E Brunsting TR Brunsting Fam Living Trust UA 10/10/96

Dear Ms. Bayless:

We are in receipt of your correspondence dated April 12, 2012 and June 22, 2012 regarding the matter of Carl Henry Brunsting, cause number 2012-14538.

Please note that Computershare contacted your firm on May 7, 2012 seeking clarification of your request from April. We did not receive any reply until your letter of June 22, 2012.

Below is a list of all ExxonMobil accounts held by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Trust. We have provided the account balances as of July 3, 2012. The closing price for ExxonMobil's common stock on that date was $86.28 per share.

Account Number: [redacted]566 (Historical File)
Registration: ELMER H BRUNSTING
Total Shares Held on July 3, 2012: 0 (Closed October 28, 1996)

Account Number: [redacted]2102
Registration: ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM LIVING TRUST UA 10/10/96
Total Shares Held on July 3, 2012: 0 (Closed March 24, 2011)

Account Number: [redacted]7769
Registration: ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING DECEDENT'S TRUST
Total Shares Held on July 3, 2012: 587.204777

Account Number: [redacted]7777
Registration: ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING SURVIVOR'S TRUST
Total Shares Held on July 3, 2012: 684.511319

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Below is a list of additional accounts which received transfers from one of the accounts listed above.

Account Number: [redacted]6387
Registration: CANDACE CURTIS
Total Shares Held on July 3, 2012: 24.981004

Account Number: [redacted]9041
Registration: AMY R BRUNSTING
Total Shares Held on July 3, 2012: 104.058674

Account Number: [redacted]6352
Registration: ANITA BRUNSTING
Total Shares Held on July 3, 2012: 164.036963

Account Number: [redacted]6328
Registration: CAROLE A BRUNSTING
Total Shares Held on July 3, 2012: 1,325

Account Number [redacted]1566

This account was first opened on February 17, 1984. At that time, 300 shares of ExxonMobil's common stock were transferred to Elmer Brunsting. On August 14, 1987, the company went through a 2-for-1 split, generating an additional 300 shares. Between September 10, 1992 and October 28, 1996, dividends from this account were reinvested. An additional 121.648 were purchased during that period.

The account was closed on October 28, 1996, when all shares (721.648) were transferred to the Brunsting Family Trust (See account number [redacted]2102 below).

We have enclosed a certificate transcript and reinvestment statement covering the history of this account. Due to the age of this account, we no longer have any additional documentation. We were unable to determine the source of the original transfer in 1984 and we no longer have copies of the paperwork submitted in 1996. We have no record of the dividends paid prior to 1992 or any of the tax forms generated for this account.

Account Number [redacted]2102

This account was first opened on October 28, 1996, when the 721.648 shares were transferred from the account listed above. We have enclosed copies of the statements covering the full history from 1996 until it was closed in 2011. The only transactions that took place during this time were dividend reinvestments and 2 stock splits. We have also enclosed copies of Form 1099-DIV for years 2005 through 2011. We no longer have copies of the tax forms generated prior to 2005.

On March 18, 2011, we received a letter from Anita Brunsting, along with transfer forms requesting that we transfer a portion of this account to the Elmer H Brunsting Decedent's Trust and transfer the remaining shares to the Nelva E Brunsting Survivor's Trust. On March 24, 2011, 1908.232008 were shares transferred to account number [redacted]7769 and 2101.968469 shares were transferred to account number [redacted]7777.

We have enclosed a copy of the transfer forms and the accompanying letter. The mailing address on the old account was updated at the same time. We have also enclosed a copy of a notice confirming the address change.

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Account Number [redacted]7769

This account was first opened on March 24, 2011, when the 1908.232008 shares were transferred from the account listed above. We have enclosed statements covering the history of the account from that date to the present. As the new account was not initially enrolled in the dividend reinvestment plan, the fractional shares (0.232008 shares) were immediately liquidated, generating a check in the amount of $4.18.

Dividends were paid via direct deposit between June 10, 2011 and March 9, 2012. They were deposited into Bank of America account number [redacted]1143 via routing number 111000025 based on instructions submitted through our website. We have enclosed a screen print of Computershare's internal records with the details of these payments, a notice confirming the direct deposit information, and a copy of Form 1099-DIV for 2011.

On June 13, 2011, we received transfer forms directing us to transfer 1,325 shares from this account to Carole Brunsting. The shares were transferred to account number [redacted]6328 on June 15, 2011. We have enclosed a copy of the forms.

On March 3, 2012, the account was enrolled in dividend reinvestment through our website. We have enclosed a copy of a notice confirming this change. The June 11, 2012 divided was reinvested, as indicated on the most recent statement.

Account Number [redacted]7777

This account was first opened on March 24, 2011, when the 2101.968469 shares were transferred from account number [redacted]2102. We have enclosed statements covering the history of the account from that date to the present.

All dividends on this account were reinvested. Form 1099-DIV is included on the year end statement for 2011. Direct deposit instructions were added to this account via our website on April 11, 2011. However, as the account was enrolled in the reinvestment plan, no dividends from this account were ever direct deposited. We have enclosed a copy of the notice confirming the direct deposit information.

On May 9, 2011, we received transfer forms directing us to transfer 1,120 shares from this account to Amy Brunsting. The shares were transferred to account number [redacted]9041 on May 11, 2011. We have enclosed a copy of the forms.

On June 13, 2011, we received transfer forms directing us to transfer 160 shares from this account to Anita Brunsting and 160 shares to Candace Curtis. The shares were transferred to account numbers [redacted]6352 and [redacted]6387 respectively on June 15, 2011. We have enclosed a copy of the forms.

We have no record of any additional transactions or correspondence on these accounts or any additional accounts registered to Elmer Brunsting, Nelva Brunsting, or their trusts.

Account Numbers [redacted]6387, [redacted]9041, [redacted]6352, and [redacted]16328

As you requested documents reflecting the current ownership of shares formerly registered to the trust, we have enclosed a copy of the most recent statement for each of these accounts. If you need additional records from these accounts, please submit a new request clarifying what information or documents are to be provided.

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Computershare assesses a fee of $10.00 plus $0.25 per page for records sent in response to this type of request. We kindly ask that you submit a check in the amount of $24.25 made payable to "Computershare" and enclose a copy of this letter so we may accurately reference the original inquiry.

If you have any further questions, please contact us by phone at 800-252-1800. Representatives are available Monday through Friday, 8:30 AM to 5:00 PM Eastern Time.

Sincerely,

Norborth W McKearney
Manager
Computershare Shareholder Services

REF: BMV/UIB0001256900

Enclosures: Copy of Received Documents, Certificate Transcript, Statements, Forms 1099-DIV, Transfer Paperwork (4), Address Change Confirmation, Screen Print, Direct Deposit Confirmations (2), Dividend Reinvestment Confirmation

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

BAYLESS & STOKES
ATTORNEYS AT LAW
2931 FERNDALE
HOUSTON, TEXAS 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

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

June 22, 2012

Sent via Federal Express

Computershare Investor Services, LLC
Attn: Legal Department
250 Royall Street
Canton, MA 02021

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

Dear Sirs:

On April 12, 2012, after speaking with Catherine Dixon in your department, I sent additional documents and information relating to a request for information in the above-referenced case concerning the history of some Exxon Mobil Corporation stock. I have heard nothing further since that letter. I have enclosed a copy of that earlier letter and the Court's Order requiring Computershare to provide the information requested, as well as another copy of Exhibit E from the verified petition which outlines the requested information.

As you can see, in my April 12, 2012 letter, I also provided social security numbers for the individuals who originally owned the stock, but at some point the stock was moved to trusts and thereafter, at least in part, out to other parties. So to the extent your delay in responding has been because of the trusts' ownership of the stock, I wanted to provide you with that additional information. Initially, the trust would have been referred to as "The Brunsting Family Living Trust," but after the first grantor of that trust died, the names of "The Nelva Brunsting Survivor's Trust" and the "Elmer Brunsting Decedent's Trust" would have been used. I am enclosing statements with holder account numbers which I have obtained from other sources in the case in hopes that it will speed up your search. I do not intend, however, for your search to be limited to these accounts because, as I said, I believe these shares have been held by or transferred to other parties as well.

It has been sometime since this request was made. I need these documents as soon as possible, so if you have any questions, please contact me upon your receipt of this letter.

Very truly yours,

Bobbie G. Bayless

BGB/st
Enclosures
cc: Carl Brunsting (via email)

P4312

EXHIBIT COPY

CASE 4:20-CV-03108 Document 1-2 Filed on 08/28/20 in TXSD Page 232 of 232

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

April 12, 2012

Sent via Federal Express

Computershare Investor Services, LLC
Attn: Legal Department
250 Royall Street
Canton, MA 02021

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

Dear Sirs:

I spoke with Catherine Dixon this morning about the following documents which were previously filed with the court in the above-referenced matter:

1. Carl Henry Brunsting's Verified Petition to Take Depositions Before Suit; and
2. Notice to Computershare Investor Services of Hearing on Petition to Take Depositions Before Suit.

While these documents were previously sent via certified mail to Computershare Investor Services's registered agent in Texas, we had received no response. We have enclosed another copy of the documents so this can be addressed by your legal department as soon as possible. To simplify things, we have also enclosed an extra copy of Exhibit E to the Petition which outlines the documents we are asking Computershare, as transfer agent for Exxon Mobil Corporation, to provide. The social security number for Elmer Brunsting is [redacted]8905. The social security number for Nelva Brunsting is [redacted]4685.

Also enclosed is an Amended Notice of Hearing which resets the hearing in the matter for May 18, 2012.

Very truly yours,

Bobbie G. Bayless

BGB/st
Enclosures

cc: Carl Brunsting (via email)

P4313

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Documents to be Produced by Computershare as transfer agent for Exxon Mobil Corporation

1. All documents reflecting the acquisition of any Exxon Mobil Corporation stock by Elmer Brunsting, Nelva Brunsting, and/or The Brunsting Family Living Trust.

2. All documents reflecting any transfers of all or any portion of the stock described in number 1 above.

3. All documents reflecting any sale or other liquidation of all or any portion of the stock described in number 1 above.

4. All documents reflecting the current ownership of all or any portion of the stock described in number 1 above.

5. All communications, including emails, concerning the stock described in number 1 above or any transfers of all or any portion of the stock described in number 1 above.

6. All documents authorizing the transfer of all or any portion of the stock described in number 1 above.

7. All documents evidencing the payment of dividends on the stock described in number 1 above.

EXHIBIT E

07-13201-5 06606 P0234

ExxonMobil

Computershare +

Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

010754

ELMER H BRUNSTING
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number
[redacted]1566 IND

Ticker Symbol
CUSIP

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Exxon Mobil Corporation - Certificate Transcript

COMMON STOCK as of 06 Jul 2012

Issue Date	Acquisition Date	Number of Shares	Certificate Number	Issuance Reason	Surrender Date	Surrender Reason	Covered/ Noncovered	Cost Basis (USD)
17 Feb 1984	17 Feb 1984	300.000000	00505201	Transfer	28 Oct 1996	Transfer	Noncovered	
14 Aug 1987	14 Aug 1987	300.000000	00201326		28 Oct 1996	Transfer	Noncovered	

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURES AND DEFINITIONS.

P4315

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0123456789 0123456789 0123456789

COST BASIS DISCLOSURE

IRS regulations require that Computershare, and other brokers/agents, provide additional information to you and to the IRS when you sell certain securities. All covered and noncovered information set forth in this document is for informational purposes. The information is based on data in our records as of the date of this mailing. Cost basis data may be subject to change based on events such as wash sales, splits and spinoffs. Computershare cannot confirm the accuracy or completeness of noncovered transactions. If cost basis data was not available, the information was left blank. Any sales fees incurred are added to the oldest lot's cost basis. You should review your records for accurate information regarding the subject transactions and consult your tax advisor with any questions concerning your tax reporting obligations.

DEFINITIONS

Acquisition Date: The date the shares are considered acquired for cost basis purposes. This may be the original date you acquired the shares or may be adjusted for events such as wash sales. There may be multiple dates related to a single transaction if shares were acquired at different times or prices.

Certificate Number: A unique number printed on each certificate and recorded on the company's records.

Cost Basis: The amount that you paid for the shares/units, adjusted for changes such as wash sales, splits and spinoffs.

Covered: A term the IRS uses to refer to securities that must have their cost basis information directly reported on IRS Form 1099-B when a sale occurs.

CUSIP: A unique number assigned by the securities industry for a particular security (Committee on Uniform Security Identification Procedures).

Holder Account Number: Your unique account number for the account where your share holdings and transactions have been recorded.

Issuance Reason: Describes why the certificate was issued. If blank, the reason is not known.

Issue Date: The date the certificate was recorded/issued on the company's records.

Noncovered: A term used to describe securities that are not considered covered by the IRS and will not have cost basis reported on IRS Form 1099-B. You are still required to report gain/loss details on your income tax return. You may obtain the necessary information by reviewing historical purchase data, as you would have before the new regulations. Please consult your tax advisor for proper guidance.

Number of Shares: The number of shares included in the certificate. There may be details below this first number if multiple "lots" are included in this certificate.

Surrender Date: The date you surrendered/deposited your certificate, if the certificate is no longer outstanding.

Surrender Reason: Explains why this certificate was surrendered by you. If blank, the reason is not known.

Ticker Symbol: The symbol used on the stock exchange where this stock is traded.

Uncertified Account: If indicated on the front of this form that your account is not tax-certified, please send a completed IRS Form W-9 (or W-8 for foreign accounts) to us. This will help avoid future required tax withholding on dividend payments and sales proceeds. Information is available on our website or by contacting us.

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P4316

ExxonMobil

Computershare
Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

001333

ELMER H BRUNSTING
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number
[redacted]1566

SSN/TIN Certified	Symbol
Yes	XOM

001C80003.dat1.mix.075233_3612/001333/00015206

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]1566

▶ ACCOUNT SUMMARY

As of close of stock market on 04 May 2012

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	0.000000	0.000000	84.570000	0.00

Transaction History

From: 01 Jan 1984 To: 04 May 2012

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							0.000000
10 Sep 1992	Dividend Reinvestment	432.00			432.00	63.160000	6.840000	6.840000
10 Dec 1992	Dividend Reinvestment	436.92			436.92	59.927000	7.291000	14.131000
10 Mar 1993	Dividend Reinvestment	442.17			442.17	64.149000	6.893000	21.024000
10 Jun 1993	Dividend Reinvestment	447.14			447.14	65.946000	6.780000	27.804000
10 Sep 1993	Dividend Reinvestment	452.02			452.02	65.077000	6.946000	34.750000
10 Dec 1993	Dividend Reinvestment	457.02	Transaction Fee	0.18	457.02	62.528000	7.309000	42.059000
10 Mar 1994	Dividend Reinvestment	462.28	Transaction Fee	0.18	462.28	65.507000	7.057000	49.116000
10 Jun 1994	Dividend Reinvestment	467.36	Transaction Fee	0.19	467.36	61.520000	7.597000	56.713000
10 Sep 1994	Dividend Reinvestment	472.83	Transaction Fee	0.20	472.83	59.665000	7.925000	64.638000
10 Dec 1994	Dividend Reinvestment	498.48	Transaction Fee	0.21	498.48	60.539000	8.234000	72.872000
10 Mar 1995	Dividend Reinvestment	504.65	Transaction Fee	0.20	504.65	63.969000	7.889000	80.761000
10 Jun 1995	Dividend Reinvestment	510.57	Transaction Fee	0.18	510.57	70.975000	7.194000	87.955000
11 Sep 1995	Dividend Reinvestment	515.97	Transaction Fee	0.18	515.97	70.416000	7.327000	95.282000
11 Dec 1995	Dividend Reinvestment	521.46	Transaction Fee	0.16	521.46	80.033000	6.516000	101.798000
11 Mar 1996	Dividend Reinvestment	526.35	Transaction Fee	0.16	526.35	80.978000	6.500000	108.298000
10 Jun 1996	Dividend Reinvestment	559.56	Transaction Fee	0.17	559.56	84.740000	6.603000	114.901000
10 Sep 1996	Dividend Reinvestment	564.77	Transaction Fee	0.17	564.77	83.704000	6.747000	121.648000
28 Oct 1996	Book Or Plan Transfer						-121.648000	0.000000

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

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[redacted]1566 IND

XOM
193UDR

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1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

OR ☐ Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

OR ☐ Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions and the plan of DRS/Plan Sales)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Shares will be sold as promptly as practicable based on the terms of the plan. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST. PLEASE REFER TO THE PLAN PROSPECTUS/BROCHURE OR DRS BROCHURE REGARDING APPLICABLE FEES.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. ***Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a certified copy of the corporate resolution/partnership agreement.** A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is (are) legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

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P4318

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

001244

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]2102

SSN/TIN Certified: Yes
Symbol: XOM

001CS00003.dss3.wix.075233_3612/001244/001426

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]2102

▶ ACCOUNT SUMMARY

As of close of stock market on 31 Dec 2004

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	3,522.422000	3,522.422000		

Transaction History

From: 01 Jan 1996 To: 31 Dec 2004

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							0.000000
28 Oct 1996	Book Or Plan Transfer						721.648000	721.648000
10 Dec 1996	Dividend Reinvestment	570.10	Comp Paid Fees	0.15	570.10	94.640000	6.024000	727.672000
10 Mar 1997	Dividend Reinvestment	574.86	Comp Paid Fees	0.14	574.86	100.855000	5.700000	733.372000
11 Apr 1997	Stock Split						733.372000	1,466.744000
10 Jun 1997	Dividend Reinvestment	601.37	Comp Paid Fees	0.25	601.37	60.491000	9.941000	1,476.685000
10 Sep 1997	Dividend Reinvestment	605.44	Comp Paid Fees	0.24	605.44	64.063000	9.451000	1,486.136000
10 Dec 1997	Dividend Reinvestment	609.32	Comp Paid Fees	0.24	609.32	62.920000	9.684000	1,495.820000
10 Mar 1998	Dividend Reinvestment	613.29	Comp Paid Fees	0.24	613.29	63.134000	9.714000	1,505.534000
10 Jun 1998	Dividend Reinvestment	617.27	Comp Paid Fees	0.22	617.27	70.338000	8.776000	1,514.310000
10 Sep 1998	Dividend Reinvestment	620.87	Comp Paid Fees	0.24	620.87	65.712000	9.448000	1,523.758000
10 Dec 1998	Dividend Reinvestment	624.74	Comp Paid Fees	0.22	624.74	72.087000	8.666000	1,532.424000
10 Mar 1999	Dividend Reinvestment	628.29	Comp Paid Fees	0.23	628.29	68.630000	9.155000	1,541.579000
10 Jun 1999	Dividend Reinvestment	632.05	Comp Paid Fees	0.20	632.05	80.103000	7.890000	1,549.469000
10 Sep 1999	Dividend Reinvestment	635.26	Comp Paid Fees	0.20	635.26	79.900000	7.951000	1,557.420000
10 Dec 1999	Dividend Reinvestment	685.26	Comp Paid Fees	0.20	685.26	83.759000	8.181000	1,565.601000
10 Mar 2000	Dividend Reinvestment	688.86	Comp Paid Fees	0.22	688.86	76.740000	8.977000	1,574.578000
10 Jun 2000	Dividend Reinvestment	692.81	Comp Paid Fees	0.22	692.81	80.380000	8.621000	1,583.199000
11 Sep 2000	Dividend Reinvestment	696.61	Comp Paid Fees	0.21	696.61	83.141000	8.379000	1,591.578000
11 Dec 2000	Dividend Reinvestment	700.29	Comp Paid Fees	0.20	700.29	88.469000	7.916000	1,599.494000

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

P4319

SPECIMEN

[redacted]2102 SL1 FID

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1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

[ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

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2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$

- No third party checks, money orders or credit card payments will be accepted.
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation.
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
Holder Account Number

[redacted]2102 FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

P4320

00000000XOM SPP1 [redacted]2102

Specimen

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

07 3220 5 06809 1 P02240

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM LIVING TRUST UA 10/10/96

Holder Account Number
[redacted]2102

SSN/TIN Certified: Yes
Symbol: XOM

001CS0003.dss1.mix.075233_3612/001244/001427/i

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]2102

Transaction History (cont.)

From: 01 Jan 1996 To: 31 Dec 2004

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
09 Mar 2001	Dividend Reinvestment	703.78	Comp Paid Fees	0.21	703.78	83.855000	8.393000	1,607.887000
11 Jun 2001	Dividend Reinvestment	707.47	Comp Paid Fees	0.20	707.47	89.824000	7.876000	1,615.763000
11 Jul 2001	Dividend Reinvestment	32.32	Comp Paid Fees	0.01	32.32	86.512000	0.374000	1,616.137000
18 Jul 2001	Stock Split						1,615.763000	3,231.900000
18 Jul 2001	Stock Dividend						0.374000	3,232.274000
10 Sep 2001	Dividend Reinvestment	743.42	Comp Paid Fees	0.45	743.42	40.865000	18.192000	3,250.466000
10 Dec 2001	Dividend Reinvestment	747.61	Comp Paid Fees	0.49	747.61	38.016000	19.666000	3,270.132000
11 Mar 2002	Dividend Reinvestment	752.13	Comp Paid Fees	0.44	752.13	42.803000	17.572000	3,287.704000
10 Jun 2002	Dividend Reinvestment	756.17	Comp Paid Fees	0.48	756.17	39.381000	19.211000	3,306.915000
10 Sep 2002	Dividend Reinvestment	760.59	Comp Paid Fees	0.56	760.59	33.853000	22.467000	3,329.382000
10 Dec 2002	Dividend Reinvestment	765.76	Comp Paid Fees	0.55	765.76	34.845000	21.976000	3,351.358000
10 Mar 2003	Dividend Reinvestment	770.81	Comp Paid Fees	0.56	770.81	34.524000	22.327000	3,373.685000
10 Jun 2003	Dividend Reinvestment	843.42	Comp Paid Fees	0.57	843.42	37.179000	22.685000	3,396.370000
10 Sep 2003	Dividend Reinvestment	849.09	Comp Paid Fees	0.56	849.09	38.140000	22.262000	3,418.632000
10 Dec 2003	Dividend Reinvestment	854.66	Comp Paid Fees	0.58	854.66	37.024000	23.084000	3,441.716000
10 Mar 2004	Dividend Reinvestment	860.43	Comp Paid Fees	0.51	860.43	42.252000	20.364000	3,462.080000
10 Jun 2004	Dividend Reinvestment	934.76	Comp Paid Fees	0.54	934.76	43.616000	21.431000	3,483.511000
10 Sep 2004	Dividend Reinvestment	940.55	Comp Paid Fees	0.50	940.55	47.071000	19.982000	3,503.493000
10 Dec 2004	Dividend Reinvestment	945.94	Comp Paid Fees	0.47	945.94	49.974000	18.929000	3,522.422000

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

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UNOFFICIAL COPY

[redacted]2102 SL1 FID

XOM
214UDR

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

[ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, *and* terminate *my* participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (only a registered shareholder may request a transaction under the terms and conditions of the plan or DRS agent's duties)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use **section 1A** above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use **section 1B** above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use **section 1C** above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign **section 1D** for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use **section 2** below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

GOWA2A-4AOT (Rev. 8/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$

- **No third party checks, money orders or credit card payments will be accepted.**
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation.
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
Holder Account Number

[redacted]2102 FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

P4322

00000000XOM SPP1 [redacted]2102

Adp Proof

ExxonMobil

STATEMENT OF HOLDINGS

December 13, 2005 Page 1 of 4

c/o EQUISERVE TRUST COMPANY, N.A.
P.O. BOX 43008
PROVIDENCE, RI 02940-3008

To access and manage your account, you can contact us :

By Internet: www.exxonmobil.equiserve.com

By Telephone: 800-252-1800

By Mail: COMPUTERSHARE
P.O. BOX 43008
PROVIDENCE, RI 02940-3008

SAVE THIS STATEMENT FOR YOUR FINANCIAL RECORDS

C006 11590 EG 145932 280714 1 2 ---------
HV3300E1.I13760.0001.280714 3300103125347145B STMORPDRS XMT 634

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96
13630 PINEROCK
HOUSTON, TX 77079-5914

How to read your statement.

EXXON MOBIL CORPORATION **Issue ID 330010 Account Number [redacted]1230**

Dividend Reinvestment Information

Issue Id	Security	Record Date	Payable Date	Shares Subject To Reinvestment	Rate	Fee Deducted	Tax Withheld	Net Dollars Reinvested
330010	COMMON	11/10/2005	12/09/2005	3,572.1690	0.290000	$0.00	$0.00	$1,035.93

Account Activity as of 12/09/2005

Current Dividend Option: FULL REINVESTMENT

Date	Transaction Description	Net Dollars	Price Per Share	Transaction Shares	ID Total Shares
01/01/2005	BEGINNING BALANCE				3,522.4220
03/10/2005	DIVIDEND PURCHASE	$951.05	$63.2060	15.0470	3,537.4690
06/10/2005	DIVIDEND PURCHASE	$1,025.87	$57.5440	17.8280	3,555.2970
09/09/2005	DIVIDEND PURCHASE	$1,031.04	$61.1110	16.8720	3,572.1690
12/09/2005	DIVIDEND PURCHASE	$1,035.93	$59.4590	17.4230	3,589.5920

Continued...

EXXON MOBIL CORPORATION **CASH INVESTMENT TRANSACTION FORM**

Issue ID: 330010 **Account Number:** [redacted]1230

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96

CASH INVESTMENTS ONLY:
Make check payable to Computershare (amount enclosed in U.S. dollars drawn on a U.S. bank). Do not send cash, third party checks or money orders.

Amount Enclosed

Minimum: $50.00 **Maximum:** $250,000.00

IMPORTANT - ALL CASH INVESTMENTS MUST BE MAILED TO THIS ADDRESS.
Do not send certificates or other correspondence to this address.

COMPUTERSHARE
P.O. BOX 219035
KANSAS CITY, MO 64121-9035

P4323

[redacted]0001

UNOFFICIAL COPY

ExxonMobil

STATEMENT OF HOLDINGS

December 13, 2005 Page 3 of 4

c/o EQUISERVE TRUST COMPANY, N.A.
P.O. BOX 43008
PROVIDENCE, RI 02940-3008

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96

To access and manage your account, you can contact us :

By Internet: www.exxonmobil.equiserve.com

By Telephone: 800-252-1800

By Mail: COMPUTERSHARE
P.O. BOX 43008
PROVIDENCE, RI 02940-3008

SAVE THIS STATEMENT FOR YOUR FINANCIAL RECORDS

How to read your statement.

EXXON MOBIL CORPORATION **Issue ID 330010 Account Number [redacted]1230**

Total Holdings and Market Value as of 12/09/2005

Security	COMMON	**Market Price Per Share**	$58.5000
Shares Held By You	0.0000	**Market Value**	$209,991.13
Shares Held By Agent	3,589.5920		
Total Account Shares	3,589.5920		

Year-To-Date Summary for 2005

Gross Dividends	$4,043.89
Tax Withheld	$0.00
Additional Income	$1.69

P4324

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07 18201 5 0805 P0214

ExxonMobil

c/o COMPUTERSHARE
P.O. BOX 43008
PROVIDENCE, RI 02940-3008

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

0019 12456 EC 372473 542663 1 1.---------
HV3300E1.J13780.0001.542663 33001031253471458 1099DIV XMIT 834

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96
13630 PINEROCK
HOUSTON, TX 77079-5914

Instructions for Recipient

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1a. Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b. Shows the portion of the amount in box 1a that may be eligible for the 15% or 5% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 2a. Shows total capital gain distributions (long-term)from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13. But, if no amount is shown in boxes 2c-2dand your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.

Box 2b. Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet-Line19 in the Schedule D Instructions (Form 1040).

Box 2c. Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 50% exclusion. See the Schedule D (Form 1040) instructions.

Box 2d. Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet-Line18 in the instructions for Schedule D (Form 1040).

Box 3. Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains, See Pub. 550, Investment Income and Expenses.

Box 4. Shows backup withholding. For example, a payer must backup withhold on certain payments at a 28% rate if you did not give your taxpayer identification number to the payer. See Form W-9,Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

Box 6. Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Boxes 8 and 9. Shows cash and noncash liquidation distributions.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIVwith the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIVto each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.

PAYER'S name, street address, city, state, ZIP code and telephone no.

EXXON MOBIL CORPORATION
c/o COMPUTERSHARE
P.O. BOX 43008
PROVIDENCE, RI 02940-3008
800-252-1800

RECIPIENT'S name, street address, city, state, and ZIP code

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96
13630 PINEROCK
HOUSTON, TX 77079-5914

☐ CORRECTED (if checked)

Dividends and Distributions

1a Total ordinary dividends $ 4,045.58	1b Qualified dividends $ 4,045.58
2a Total capital gain distr. $ 0.00	2b Unrecap. Sec. 1250 gain $ 0.00
2c Section 1202 gain $ 0.00	2d Collectibles (28%) gain $ 0.00
3 Nondividend distributions $ 0.00	4 Federal income tax withheld $ 0.00
5 Investment expenses $ 0.00	6 Foreign tax paid $ 0.00
7 Foreign country or U.S possession	8 Cash liquidation distributions $ 0.00
9 Noncash liquidation distributions $ 0.00	PAYER'S Federal identification number [redacted]9005
RECIPIENT'S identification number [redacted]8905	Account Number (see instructions) [redacted]1230

OMB No. 1545-0110

2005

Form **1099-DIV**

Copy B
For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4345

Form 1099-DIV(keep for your records)

E1099T

UNOFFICIAL DOCUMENT

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ExxonMobil

Computershare
Computershare Trust Company, N.A.
250 Royall Street
Canton Massachusetts 02021
Within the US, Canada & Puerto Rico 800 252 1800
Outside the US, Canada & Puerto Rico 781 575 2058
www.computershare.com/exxonmobil

033426

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number
[redacted]2102 FID

SSN/TIN Certified Yes
Symbol XOM

001CS0006_RPS.DLTX.XOM.01128_8364/033426/036642/6

Exxon Mobil Corporation - Statement of Holdings

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6006, Carol Stream, IL 60197-6006.

Dividend Information

Record Date	Payment Date	Class Description	Shares/Units Participating in Dividend Reinvestment	Dividend Rate ($)	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
13 Nov 2006	11 Dec 2006	Common	3,645.057000	0.320000	1,166.42		1,166.42

Transaction History

From: 01 Jan 2006 To: 11 Dec 2006

Date	Transaction Description	Transaction Amount ($)	Deduction Amount ($)	Deduction Type	Net Amount ($)	Price Per Share/Unit ($)	Total Transaction Shares/Units	Total Shares/Units Held
Plan Transactions Dspp - Common Stock								
01 Jan 2006	Balance Forward							3,589.592000
10 Mar 2006	Dividend Reinvestment	1,148.67	0.48	Comp Paid Fees	1,148.67	60.043000	19.131000	3,608.723000
09 Jun 2006	Dividend Reinvestment	1,154.79	0.48	Comp Paid Fees	1,154.79	60.103000	19.214000	3,627.937000
11 Sep 2006	Dividend Reinvestment	1,160.94	0.43	Comp Paid Fees	1,160.94	67.812000	17.120000	3,645.057000
11 Dec 2006	Dividend Reinvestment	1,166.42	0.38	Comp Paid Fees	1,166.42	76.781302	15.191459	3,660.248459

Summary of Holdings

Date: 11 Dec 2006

Class Description	Certificated Shares/Units Held By You	Direct Registration/ Book Shares/Units	Dividend Reinvestment Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Value ($)
Dspp - Common Stock	0.000000	0.000000	3,660.248459	3,660.248459	75.360000	275,836.32

43UDR XOM

IMPORTANT TAX RETURN DOCUMENT ATTACHED

Please see Important PRIVACY NOTICE on reverse side of statement

00H5JA

ExxonMobil

CORRECTED (if checked)

Dividends and Distributions

OMB No. 1545-0110

2006

Form 1099-DIV

1a Total ordinary dividends	1b Qualified dividends
$ 4632.59	$ 4632.59
3 Nondividend distributions	4 Federal income tax withheld
$	$
6 Foreign tax paid	7 Foreign country or U.S. possession
$	
8 Cash Liquidation Distribution	PAYER'S Federal identification number
$	[redacted]0005
RECIPIENT'S identification number	Account number (see instructions)
[redacted]8905	[redacted]2102

Copy B
For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4326

PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Summary of reportable income (Amounts Paid and/or Reinvested do not reflect deductions for tax withheld, if any)

Amount Paid By Check/EFT	Amount Reinvested
$ 0	$ 4630.82
Company Paid Fees	Company Paid Service Charges
$ 1.77	$
Discount on Reinvestment	
$	

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

SAMPLE

[redacted]2102

SL1 FID

XOM
161UDR

A Partial Withdrawal (continue participation in the Plan); AND

ISSUE A CERTIFICATE FOR THIS NUMBER OF WHOLE SHARES

OR

*SELL THIS NUMBER OF SHARES

If you have Direct Registration Shares(DRS) and you have requested to sell a specific amount of shares, the Direct Registration Shares will be sold prior to your Plan shares. If you selected for all of your shares to be sold, we will sell both your DRS and Plan shares.

B Full Withdrawal (terminate participation in the Plan); AND

ISSUE A CERTIFICATE FOR ALL FULL SHARES AND A CHECK FOR FRACTIONAL SHARES

OR

*SELL ALL SHARES

C Deposit Certificate(s)

PLEASE INDICATE THE NUMBER OF SHARES TO BE DEPOSITED INTO YOUR PLAN ACCOUNT.

Signature 1 - Please keep signature within the box.

Signature 2 - Please keep signature within the box.

Please note: All registered holders must sign for your instructions to be completed.

Please detach this portion and mail to:
Computershare
PO Box 43078
Providence RI 02940-3078

*For sales requests for Partnerships or Corporations, please have your signature(s) medallion guaranteed or provide us with a copy of the corporate resolution/partnership agreement. Computershare Trust Company, N.A., as agent, upon written request, will provide the name of the executing broker dealer associated with the transaction(s), and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction(s), if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST. PLEASE REFER TO THE PLAN PROSPECTUS/BROCHURE REGARDING APPLICABLE FEES.

I. Special Instructions

If you wish to have sale proceeds sent electronically to your financial institution please confirm the correct wire instructions with your financial institution. The wire instructions should include the bank name, address, bank account name, bank account number, and the bank's nine digit fed wire routing number. A written request to sell along with this information should be provided to Computershare. For foreign wires, please include the swift code and the bank code. The written instructions should be signed by all shareholders with a Medallion Guarantee Stamp. Please note you can also sell your shares and choose to have the funds wired by visiting the website on the front of this form and accessing your Investor Centre account. A $35.00 fee will be deducted from proceeds for a domestic wire and a $50.00 fee will be deducted from proceeds for a foreign wire.

If you wish to have the proceeds sent via courier service, a $20.00 fee will be deducted from your proceeds. Funds cannot be delivered to a P.O. Box or P.O. Zip codes.

If you want a certificate or check issued to someone other than the registered holder, you must include the name, address, date of birth and social security number of the person to whom the ownership is being transferred. Your signature(s) on the tear off section must be guaranteed by a member of a medallion signature program (bank or broker) approved by the Securities Transfer Association, Inc. A Notary public is not acceptable.

If you would like to write to us, please include your account number, daytime telephone number with area code, and the company name in your correspondence.

PLEASE KEEP THIS STATEMENT FOR COST BASIS AND TAX PURPOSES.

II. Terms and Definitions

Note: Some definitions outlined below may not pertain to your investment Plan.

SSN/TIN Certified	If your account is not certified, you must complete a W-9 or W-8BEN tax form or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Faxed W-8BEN forms are not acceptable.
Record Date	The date that establishes ownership on our records to receive the dividend.
Payment Date	The date the dividend is payable.
Dividend Rate	The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.
Price Per Share	The price per share purchased or sold under the plan.
Total Transaction Shares	The number of shares acquired or sold through the plan.
Deduction Amount	An aggregate sum of all fees charged.
Value	The dollar amount as of the date referenced of all shares that are held for this security in the account.

III. Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

CONKBA

Instructions for Recipient

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 5% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments at the applicable rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for in formation on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 8: Shows cash liquidation distributions.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.

P4327

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ExxonMobil

Computershare

Computershare Trust Company, N.A.
250 Royall Street
Canton Massachusetts 02021
Within the US, Canada & Puerto Rico 800 252 1800
Outside the US, Canada & Puerto Rico 781 575 2058
www.computershare.com/exxonmobil

001542

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

*******AUTO**SCH 5-DIGIT 77079 000000006/000001542

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number
[redacted]2102 FID

SSN/TIN Certified Yes
Symbol XOM

001CS0006_RPS.DLTX_PC1.XOM.131322_1536&001542&001542A

Exxon Mobil Corporation - Statement of Holdings

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6006, Carol Stream, IL 60197-6006.

Dividend Information

Holder Account Number: [redacted]2102

Record Date	Payment Date	Class Description	Shares/Units Participating in Dividend Reinvestment	Dividend Rate ($)	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
09 Nov 2007	10 Dec 2007	Common	3,707.094361	0.350000	1,297.48		1,297.48

Transaction History

From: 01 Jan 2007 To: 10 Dec 2007

Date	Transaction Description	Transaction Amount ($)	Deduction Amount ($)	Deduction Type	Net Amount ($)	Price Per Share/Unit ($)	Total Transaction Shares/Units	Total Shares/Units Held
Plan Transactions DSPP - Common Stock								
01 Jan 2007	Balance Forward							3,660.248459
09 Mar 2007	Dividend Reinvestment	1,171.28	0.41	Comp Paid Fees	1,171.28	70.917151	16.516174	3,676.764633
11 Jun 2007	Dividend Reinvestment	1,286.87	0.39	Comp Paid Fees	1,286.87	83.331627	15.442756	3,692.207389
10 Sep 2007	Dividend Reinvestment	1,292.27	0.37	Comp Paid Fees	1,292.27	88.805431	14.886972	3,707.094361
10 Dec 2007	Dividend Reinvestment	1,297.48	0.36	Comp Paid Fees	1,297.48	89.793867	14.449539	3,721.543900

Summary of Holdings

Date: 10 Dec 2007

Class Description	Certificated Shares/Units Held By You	Direct Registration/ Book Shares/Units	Dividend Reinvestment Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Value ($)
DSPP - Common Stock	0.000000	0.000000	3,721.543900	3,721.543900	92.030000	342,493.69

[redacted]

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XOM

IMPORTANT TAX RETURN DOCUMENT ATTACHED

Please see important PRIVACY NOTICE on reverse side of statement

00H5JA

ExxonMobil

CORRECTED (If checked)

Dividends and Distributions

OMB No. 1545-0110

2007

Form 1099-DIV

1a Total ordinary dividends	1b Qualified dividends
$ 5049.43	$ 5049.43
3 Nondividend distributions	4 Federal income tax withheld
$	$
6 Foreign tax paid	7 Foreign country or U.S. possession
$	
8 Cash Liquidation Distribution	PAYER'S Federal identification number
$	[redacted]9005
RECIPIENT'S identification number	Account number (see instructions)
[redacted]8905	[redacted]2102

Copy B
For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4328

PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Summary of reportable income (Amounts Paid and/or Reinvested do not reflect deductions for tax withheld, if any)

Amount Paid By Check/EFT	Amount Reinvested
$ 0	$ 5047.90
Company Paid Fees	Company Paid Service Charges
$ 1.53	$ 0
Discount on Reinvestment	
$ 0	

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

P4202.6080.5.020.0840

SAMPLE COPY NOT FOR DISTRIBUTION

[redacted]2102

SL1 FID

XOM
161UDR

A Partial Withdrawal (continue participation in the Plan); AND

ISSUE A CERTIFICATE FOR THIS NUMBER OF WHOLE SHARES

OR

*SELL THIS NUMBER OF SHARES

If you have Direct Registration Shares(DRS) and you have requested to sell a specific amount of shares, the Direct Registration Shares will be sold prior to your Plan shares. If you selected for all of your shares to be sold, we will sell both your DRS and Plan shares.

B Full Withdrawal (terminate participation in the Plan); AND

ISSUE A CERTIFICATE FOR ALL FULL SHARES AND A CHECK FOR FRACTIONAL SHARES

OR

*SELL ALL SHARES

C Deposit Certificate(s)

PLEASE INDICATE THE NUMBER OF SHARES TO BE DEPOSITED INTO YOUR PLAN ACCOUNT.

Signature 1 - Please keep signature within the box.

Signature 2 - Please keep signature within the box.

Please note: All registered holders must sign for your instructions to be completed.

Please detach this portion and mail to:
Computershare
PO Box 43078
Providence RI 02940-3078

*For sales requests for Partnerships or Corporations, please have your signature(s) medallion guaranteed or provide us with a copy of the corporate resolution/partnership agreement. Computershare Trust Company, N.A., as agent, upon written request, will provide the name of the executing broker dealer associated with the transaction(s), and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction(s), if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST. PLEASE REFER TO THE PLAN PROSPECTUS/BROCHURE REGARDING APPLICABLE FEES.

I. Special Instructions

If you wish to have sale proceeds sent electronically to your financial institution please confirm the correct wire instructions with your financial institution. The wire instructions should include the bank name, address, bank account name, bank account number, and the bank's nine digit fed wire routing number. A written request to sell along with this information should be provided to Computershare. For foreign wires, please include the swift code and the bank code. The written instructions should be signed by all shareholders with a Medallion Guarantee Stamp. Please note you can also sell your shares and choose to have the funds wired by visiting the website on the front of this form and accessing your Investor Centre account. A $35.00 fee will be deducted from proceeds for a domestic wire and a $50.00 fee will be deducted from proceeds for a foreign wire.

If you wish to have the proceeds sent via courier service, a $20.00 fee will be deducted from your proceeds. Funds cannot be delivered to a P.O. Box or P.O. Zip codes.

If you want a certificate or check issued to someone other than the registered holder, you must include the name, address, date of birth and social security number of the person to whom the ownership is being transferred. Your signature(s) on the tear off section must be guaranteed by a member of a medallion signature program (bank or broker) approved by the Securities Transfer Association, Inc. A Notary public is not acceptable.

If you would like to write to us, please include your account number, daytime telephone number with area code, and the company name in your correspondence.

PLEASE KEEP THIS STATEMENT FOR COST BASIS AND TAX PURPOSES.

II. Terms and Definitions

Note: Some definitions outlined below may not pertain to your investment Plan.

SSN/TIN Certified	If your account is not certified, you must complete a W-9 or W-8BEN tax form or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Faxed W-8BEN forms are not acceptable.
Record Date	The date that establishes ownership on our records to receive the dividend.
Payment Date	The date the dividend is payable.
Dividend Rate	The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.
Price Per Share	The price per share purchased or sold under the plan.
Total Transaction Shares	The number of shares acquired or sold through the plan.
Deduction Amount	An aggregate sum of all fees charged.
Value	The dollar amount as of the date referenced of all shares that are held for this security in the account.

III. Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

CONKBA

Instructions for Recipient

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 5% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments at the applicable rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for in formation on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 8: Shows cash liquidation distributions.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.

P4329

DO NOT REPRODUCE

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within the US, Canada & Puerto Rico 800 252 1800
Outside the US, Canada & Puerto Rico 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the state of NJ.

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

*****AUTO**SCH 5-DIGIT 77079 000008/0001987 001987

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number

[redacted]2102

SSN/TIN Certified Yes

Symbol XOM

001C80006_RPS.DLTX_P01.XOM.23030_15784A001987/001987A

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes, and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]2102

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6006, Carol Stream, IL 60197-6006.

▶ ACCOUNT SUMMARY

As of close of stock market on 10 Dec 2008

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	3,792.885209	3,792.885209	80.070000	303,698.32

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
12 Nov 2008	10 Dec 2008	0.400000	Common	3,773.427844	1,509.37		1,509.37

Transaction History

From: 01 Jan 2008 **To: 10 Dec 2008**

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
01 Jan 2008	Balance Forward							3,721.543900
10 Mar 2008	Dividend Reinvestment	1,302.54	Comp Paid Fees	0.38	1,302.54	85.864547	15.169707	3,736.713607
10 Jun 2008	Dividend Reinvestment	1,494.69	Comp Paid Fees	0.43	1,494.69	87.595979	17.063454	3,753.777061
10 Sep 2008	Dividend Reinvestment	1,501.51	Comp Paid Fees	0.49	1,501.51	76.409677	19.650783	3,773.427844
10 Dec 2008	Dividend Reinvestment	1,509.37	Comp Paid Fees	0.49	1,509.37	77.573197	19.457365	3,792.885209

IMPORTANT TAX RETURN DOCUMENT ATTACHED

Please see important PRIVACY NOTICE on reverse side of statement

00TPPA-TAX

ExxonMobil

☐ CORRECTED (if checked)

Dividends and Distributions

OMB No. 1545-0110

2008

Form **1099-DIV**

1a Total ordinary dividends	1b Qualified dividends
$ 5809.80	$ 5809.90
3 Nondividend distributions	4 Federal income tax withheld
$	$
6 Foreign tax paid	7 Foreign country or U.S. possession
$	
8 Cash Liquidation Distribution	PAYER'S Federal identification number
$	[redacted]9005
RECIPIENT'S identification number	Account number (see instructions)
[redacted]8905	[redacted]2102

Copy B
For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4330

PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Summary of reportable income (Amounts Paid and/or Reinvested do not reflect deductions for tax withheld, if any)

Amount Paid By Check/EFT	Amount Reinvested
$ 0	$ 5808.11
Company Paid Fees	Company Paid Service Charges
$ 1.79	$ 0
Discount on Reinvestment	
$ 0	

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

UNOFFICIAL COPY

07 1820715 0890 5080 2102 4 0

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1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

OR ☐ Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. If you have DRS shares, the DRS shares will be sold prior to your plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

OR ☐ Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request a wire payment by updating your bank details online through Investor Centre at the website listed on the reverse side, or by including a written note with your bank's name, branch location and routing number, and your bank account name and number. For non-US wires, also include the SWIFT (bank routing ID) and bank codes. The signature(s) on the note must be stamped with a Medallion Signature Guarantee. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee. You can also call us to find out the cost to have the check delivered to a street address via courier service.

Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

COWA2A-MOT

Instructions for Recipient

Account Number: May show an account or other unique number the payer assigned to distinguish your account.
What's New? The 5% capital gains rate is reduced to zero after December 31, 2007. See box 1b.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments at the applicable rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2008 General Instructions for Forms 1099, 1098, 5498, and W-2G.

P4331

SPECIMEN

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

*******AUTO**SCH 5-DIGIT 77079 000010/0002392 002392

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number
[redacted]2102

SSN/TIN Certified: Yes
Symbol: XOM

001CS0006_RPS.DLTX_PGI.XOM.194629_32948/002392/0023926

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes, and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]2102

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6006, Carol Stream, IL 60197-6006.

▶ ACCOUNT SUMMARY

As of close of stock market on 10 Dec 2009

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	3,883.713924	3,883.713924	72.400000	281,180.89

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
12 Nov 2009	10 Dec 2009	0.420000	Common	3,861.777317	1,621.95		1,621.95

Transaction History

From: 01 Jan 2009 To: 10 Dec 2009

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							3,792.885209
10 Mar 2009	Dividend Reinvestment	1,517.15	Comp Paid Fees	0.59	1,517.15	64.343802	23.578806	3,816.464015
10 Jun 2009	Dividend Reinvestment	1,602.91	Comp Paid Fees	0.55	1,602.91	72.646344	22.064565	3,838.528580
10 Sep 2009	Dividend Reinvestment	1,612.18	Comp Paid Fees	0.58	1,612.18	69.344841	23.248737	3,861.777317
10 Dec 2009	Dividend Reinvestment	1,621.95	Comp Paid Fees	0.55	1,621.95	73.938054	21.936607	3,883.713924

IMPORTANT TAX RETURN DOCUMENT ATTACHED

Please see important PRIVACY NOTICE on reverse side of statement

00TPPA-TAX

ExxonMobil

CORRECTED (if checked)

Dividends and Distributions

OMB No. 1545-0110

2009

Form 1099-DIV

1a Total ordinary dividends	1b Qualified dividends
$ 6356.48	$ 6356.48
3 Nondividend distributions	4 Federal income tax withheld
$	$
6 Foreign tax paid	7 Foreign country or U.S. possession
$	
8 Cash Liquidation Distribution	PAYER'S Federal identification number
$	[redacted]005
RECIPIENT'S identification number	Account number (see instructions)
[redacted]3905	[redacted]2102

PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Summary of reportable income (Amounts Paid and/or Reinvested do not reflect deductions for tax withheld, if any)

Amount Paid By Check/EFT	Amount Reinvested
$ 0	$ 6354.19
Company Paid Fees	Company Paid Service Charges
$ 2.27	$ 0
Discount on Reinvestment	
$ 0	

Copy B For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4332

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

07-1220-15:0809:P0251

UNOFFICIAL COPY

[redacted]2102 SL1 FID

XOM 214UDR

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. If you have DRS shares, the DRS shares will be sold prior to your plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

[ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

[ ] IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT

Instructions for Recipient

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments at the applicable rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for in formation on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the current tax year General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.

P4333

00RXHA-R

Unofficial Copy

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

*******AUTO**SCH 5-DIGIT 77079 000005/0001454 001454

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number

[redacted]2102

SSN/TIN Certified Yes

Symbol XOM

001CS9006_RPS.DLTX_PG1.XOM.150943_36082/001454/001454/6

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]2102

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6006, Carol Stream, IL 60197-6006.

▶ ACCOUNT SUMMARY

As of close of stock market on 10 Dec 2010

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	3,989.539143	3,989.539143	72.180000	287,964.94

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
12 Nov 2010	10 Dec 2010	0.440000	Common	3,965.163788	1,744.67		1,744.67

Transaction History

From: 01 Jan 2010 **To: 10 Dec 2010**

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							3,883.713924
10 Mar 2010	Dividend Reinvestment	1,631.16	Comp Paid Fees	0.62	1,631.16	66.120441	24.669527	3,908.383451
10 Jun 2010	Dividend Reinvestment	1,719.69	Comp Paid Fees	0.71	1,719.69	60.621317	28.367744	3,936.751195
10 Sep 2010	Dividend Reinvestment	1,732.17	Comp Paid Fees	0.71	1,732.17	60.964868	28.412593	3,965.163788
10 Dec 2010	Dividend Reinvestment	1,744.67	Comp Paid Fees	0.61	1,744.67	71.575183	24.375355	3,989.539143

IMPORTANT TAX RETURN DOCUMENT ATTACHED

Please see Important PRIVACY NOTICE on reverse side of statement

00TPPA-TAX (Rev. 10/11)

ExxonMobil

☐ CORRECTED (if checked)

Dividends and Distributions

OMB No. 1545-0110

2010

Form **1099-DIV**

1a Total ordinary dividends	1b Qualified dividends
$ 6830.34	$ 6830.34
3 Nondividend distributions	4 Federal income tax withheld
$	$
6 Foreign tax paid	7 Foreign country or U.S. possession
$	
8 Cash Liquidation Distribution	PAYER'S Federal identification number
$	[redacted]9005
RECIPIENT'S identification number	Account number (see instructions)
[redacted]8905	[redacted]2102

Copy B For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4334

PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Summary of reportable income (Amounts Paid and/or Reinvested do not reflect deductions for tax withheld, if any)

Amount Paid By Check/EFT	Amount Reinvested
$ 0	$ 6827.69
Company Paid Fees	Company Paid Service Charges
$ 2.65	$ 0
Discount on Reinvestment	
$ 0	

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

UNOFFICIAL COPY

07-13201-5-0809-Pg2-5-6

[redacted]2102 SL1 FID

XOM 214UDR +

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

OR ☐ Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. If you have DRS shares, the DRS shares will be sold prior to your plan shares. Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

OR ☐ Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

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1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

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To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT

Instructions for Recipient

Recipient's Identification Number: For your protection, this form may show only the last four digits of your taxpayer identification number. However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments at the applicable rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees: If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the current tax year General Instructions for Certain Information Returns.

P4335

00RXHA-R (Rev. 9/10)

SAMPLE

07 1320 15 - 08809 - P0254

ExxonMobil

Computershare
Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

001078

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]2102

SSN/TIN Certified: Yes
Symbol: XOM

001CS0003.IJSS.L.MIX_3207/001078/001078/6

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]2102

▶ ACCOUNT SUMMARY

As of close of stock market on 24 Mar 2011

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	0.000000	0.000000	82.730000	0.00

Transaction History

From: 24 Mar 2011 To: 24 Mar 2011

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							4,010.200477
24 Mar 2011	Transfer						-1,908.232008	2,101.968469
24 Mar 2011	Transfer						-2,101.968469	0.000000

00TPPA (Rev. 10/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "DOWNLOADABLE FORMS" section of our website. Faxed forms are not acceptable.

P4336

07 0220155 0808 : 002255

UNOFFICIAL DOCUMENT

[redacted]2102 SL1 FID

XOM
214UDR

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

Sell this number of shares.

OR ☐ Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

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Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

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Deposit this number of shares into my reinvestment account.

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

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How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

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2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 1/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$

- **No third party checks, money orders or credit card payments will be accepted.**
- **Please write your holder account number and the company name on your check.**
- **This form should ONLY be used for Exxon Mobil Corporation**
- **The enclosed contribution will ONLY be applied to the account referenced to the right.**

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
Holder Account Number

[redacted]2102 FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

P4337

00000000XOM SPP1 [redacted]2102

07 1320 5 - 06G9 - F02256

Specimen Copy

07-3205-15-0809-P0257-L0

ExxonMobil

Computershare

Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

********AUTO**ALL FOR AADC 783 000122/0038663 038663

Recipient
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number [redacted]2102 **Co.ID** XOM

Recipient's ID No. [redacted]8905
Payer's Federal ID No. [redacted]0005

*Uncertified accounts are subject to withholding taxes on dividend payments and sales proceeds.

001CS0006_RPS.D_D_PGI.XOM.171720_38852/038663/038663/

Instructions for Recipients

Recipient's Identification Number: For your protection, this form may show only the last four digits of your taxpayer identification number. However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040 or 1040A), if required. The amount shown may be dividends a corporation paid directly to you as a participant (or beneficiary of a participant) in an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 2a: Shows total capital gain distributions from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13.
But, if no amount is shown in boxes 2c-2d and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.

Box 2b: Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet - Line 19 in the Schedule D instructions (Form 1040).

Box 2c: Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 50% exclusion and certain empowerment zone business stock that may be subject to a 60% exclusion. See the Schedule D (Form 1040) instructions.

Box 2d: Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet - Line 18 in the instructions for Schedule D (Form 1040).

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5: Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees: If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the current tax year General Instructions for Certain Information Returns.

[redacted] 188UDR

00RT0A (Rev. 10/11)

EXXON MOBIL CORPORATION

CORRECTED (If checked)

Dividends and Distributions

OMB No. 1545-0110

2011

Form **1099-DIV**

1a Total ordinary dividends $ 1755.92	1b Qualified dividends $ 1755.92
2a Total capital gain distr. $ 0.00	2b Unrecap. Sec. 1250 gain $ 0.00
2c Section 1202 gain $ 0.00	2d Collectibles (28%) gain $ 0.00
3 Nondividend distributions $ 0.00	4 Federal income tax withheld $ 0.00
5 Investment expenses $ 0.00	6 Foreign tax paid $
7 Foreign country or U.S. possession	8 Cash liquidation distributions $ 0.00

Copy B
For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

PAYER'S Federal identification number: [redacted]0005
PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S identification number: [redacted]8905
Account number (see instructions): [redacted]2102
RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

The reportable amounts above include the following additional income:

Company Paid Fees $ 0.52	Company Paid Service Charges $ 0.00
Discount on Reinvestment $ 0.00	

P4358

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

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ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732

February 16, 2011

ExxonMobil
Computershare
P.O. Box 43078
Providence, RI 02940-3078

Re: Change of Title on Stock Plan Account
Account Name: Brunsting Family Living Trust
Account Number: [redacted]2102

To Whom It May Concern:

Nelva and Elmer Brunsting established a Revocable Living Trust and the above-referenced stock account is in the title of that Living Trust. Elmer Brunsting passed away on April 1, 2009 in Houston, Harris County, Texas. Mrs. Nelva Brunsting, the remaining Founder and Co-Trustee, continued to serve as the Trustee of the Trust. On December 21, 2010, Nelva Brunsting resigned as Trustee of the Living Trust. I, Anita Brunsting, am the current acting as Trustee of the Trust, as evidenced by the enclosed copies of the resignation and acceptance of same. Please transfer the stock shares in the above-referenced account into two new accounts titled as follows (***and close the original account***):

(1) Transfer exactly 1,908.232088 shares to a new account in the following name **(If you cannot transfer fractional shares, round down to the nearest share value)**:

ANITA KAY BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

ANITA KAY BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Elmer H. Brunsting Decedent's Trust is [redacted]3100.)

(2) The **balance of the shares**, including any accrued but unpaid dividends, held in the above-referenced account, should be transferred to a new account in the trust name which appears below. The mailing address should remain as indicated above.

ANITA KAY BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as

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established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

ANITA KAY BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Nelva E. Brunsting Survivor's Trust is [redacted]4685, the social security number of Nelva E. Brunsting.)

Reinvest the future Survivor's Trust dividends. Mail the future Decedent's Trust dividends to me at the above address. Do not take any withholding on the Decedent's Trust dividend distribution.

I have enclosed a copy of an executed and notarized Certificate of Trust verifying the essential terms of the trust document, a copy of the resignation and acceptance documents for the Trust, an original death certificate for Elmer Brunsting, and the necessary transfer forms including a W-9.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800.

Sincerely,

Anita Kay Brunsting

ANITA KAY BRUNSTING

Enclosures

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Computershare

Computershare
PO Box 43078
Providence Rhode Island 02940-3078
www.computershare.com/investor

ELMER H. BRUNSTING OR NELVA
E. BRUNSTING TR BRUNSTING FAM LIVING TR U/A 10/10/96
Name of Current Account Holder
13630 PINEROCK
Address
HOUSTON TX 77079
City, State, Zip

Current Holder Account Number
[redacted] 2102

Company Name
EXXON MOBIL

Transfer Request — See enclosed instructions — PLEASE PRINT CLEARLY

CURRENT HOLDER INFORMATION

Shares to be Transferred
PLEASE NOTE: Whole shares cannot be divided into fractional shares.

1 Daytime Telephone Number: 713-464-4391

2 ☐ **Transfer ALL Shares** (all book-entry shares and any certificated shares submitted)
if this box is checked, do not complete sections 3, 4 and 5.

PARTIAL TRANSFER:

3 **DRS Book-Entry Shares** (number of whole shares to transfer)

4 **Certificated Shares** (number of whole shares to transfer)

IMPORTANT: Original certificate(s) must be submitted for your transfer to be executed.

5 **Investment Plan Book-Entry Shares** (number of whole and/or fractional shares to transfer, if applicable)
1908.232008

All transferred shares will be placed in book-entry form unless otherwise requested in writing.

6 **Authorized Signatures** — This section must be signed and stamped for your transfer to be executed.

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature.

NOTE: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union, that is participating in an approved Medallion Signature Guarantee Program. (A NOTARY SEAL IS NOT ACCEPTABLE)

Required ► Medallion Guarantee Stamp
(Notary Seal Is Not Acceptable)

GNATURE GUARANTEED
EDALLION GUARANTEED
FIRST VICTORIA
NATIONAL BANK
AUTHORIZED SIGNATURE
(10) A0152439
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™

Signature of All Current Holders or Legal Representatives

Date (mm / dd / yyyy): 03/10/2011

IMPORTANT ► You must complete both sides of this form for it to be valid.

P4341

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Transfer Request — See enclosed instructions

PLEASE PRINT CLEARLY

NEW HOLDER / RECIPIENT INFORMATION

* Please complete for each new holder * Use additional pages as necessary

7 Account Type (mark only one box with an "X"):

- ☐ Individual (complete A, B, C, G & H)
- ☐ Custodial with Minor (complete A, B, C, D, G & H)
- ☐ Transfer on Death (complete A, B, C, D, G & H)
- ☐ Joint (complete A, B, C, D, G & H)
- ☐ Estate (complete A, B, C, E, G & H)
- ☑ Trustee/Trust (complete A-H)
- ☐ Other (indicate type and complete A, B, C, D, G & H) _____

A New Holder's Existing Account Number (if applicable)

B *Social Security Number (SSN) or Employer Identification Number (EIN) *(do not use hyphens)*

[redacted]3100 SSN ☐ EIN ☑ (check one box above)

C Name (First, MI, Last) - Individual / Custodian / Trustee / Executor / Other

ANITA BRUNSTING TRUSTEE OF THE

D Name (First, MI, Last) - Joint Holder / Minor / Co-Trustee / TOD Beneficiary / Other (if applicable)

ELMER H. BRUNSTING DECEDENT'S TRUST

E Trust / Estate Name (if applicable)

DATED 04/01/2009

Trust / Estate Name - *continued*

F Date of Trust (mm / dd / yyyy) (if applicable)

04/01/2009

G Address Number and Street Name / PO Box Apt. / Unit Number

203 BLOOMINGDALE CIRCLE

H City State Zip Code

VICTORIA TX 77904

8 *Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered in section 7B above.

Certification: Under penalties of perjury, I certify that: (1) the number shown on this form is my correct Taxpayer Identification Number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

Certification Instructions: You must cross out item (2) in the above paragraph if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of New Holder Date (mm / dd / yyyy)

Anita Kay Brunsting TRUSTEE 03/10/2011

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AFFIDAVIT OF RESIDENCE

To be completed for decedent transfers only.

Account Name: ELMER BRUNSTING NEVA BRUNSTING TR. Account Number: [redacted]2102

Name of Stock: EXXON MOBIL

Deceased Holder's Taxpayer Identification or Social Security Number: [redacted]8905

The undersigned, ANITA K. BRUNSTING, TRUSTEE

residing at 203 BLOOMINGDALE CIRCLE VICTORIA TX 77904

being duly sworn, deposes and says that he/she is TRUSTEE

Describe your status, i.e. Executor, Administrator, Survivor in Joint Tenancy, etc.
(If a corporate fiduciary show title of affiant and name of corporation)

of (the estate of) THE BRUNSTING FAMILY LIVING TR & THE ELMER BRUNSTING DECENTS TR DTD 4/1/2009

who died on 04/01/2009

that at the time of death the domicile (legal residence) of said decedent was at

13030 PINEROCK HOUSTON TX 77079

and that (s)he resided in the State of TEXAS

for 44 years prior to death and was not a resident of any (other) state within the United States of America at time of death.

Signature: Anita Kay Brunsting, trustee

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015

Sworn to before me, a notary public, this AFFIX SEAL

11th day of March, 20 11

Signature: Candace L Kunz-Freed
(official administering oath)

Title: Attorney & Notary

My commission expires 3-27-2015

P4343

EOSAFF 12-04-07

00TH4A

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Computershare +

Computershare
PO Box 43078
Providence Rhode Island 02940-3078
www.computershare.com/investor

ELMER H. BRUNSTING OR NELVA BRUNSTING, TR BRUNSTING FAMILY LIVING TR U/A 10/10/96

Name of Current Account Holder

13630 PINEROCK

Address

HOUSTON TX 77079

City, State, Zip

Current Holder Account Number

[redacted]2102

Company Name

EXXON MOBIL

Transfer Request — See enclosed instructions

PLEASE PRINT CLEARLY

CURRENT HOLDER INFORMATION

Shares to be Transferred

PLEASE NOTE: Whole shares cannot be divided into fractional shares.

1 Daytime Telephone Number: 713-464-4391

2 [✓] **Transfer ALL Shares** (all book-entry shares and any certificated shares submitted)
If this box is checked, do not complete sections 3, 4 and 5.

PARTIAL TRANSFER: Balance of Shares

3 **DRS Book-Entry Shares** (number of whole shares to transfer)

4 **Certificated Shares** (number of whole shares to transfer)

IMPORTANT: Original certificate(s) must be submitted for your transfer to be executed.

5 **Investment Plan Book-Entry Shares** (number of whole and/or fractional shares to transfer, if applicable)

All transferred shares will be placed in book-entry form unless otherwise instructed in writing.

6 **Authorized Signatures** — This section must be signed and stamped for your transfer to be executed.

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature.

NOTE: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union, that is participating in an approved Medallion Signature Guarantee Program. (A NOTARY SEAL IS NOT ACCEPTABLE)

Required ▶ Medallion Guarantee Stamp
(Notary Seal is Not Acceptable)

SIGNATURE GUARANTEED
MEDALLION GUARANTEED
FIRST VICTORIA
NATIONAL BANK
AUTHORIZED SIGNATURE
(10) A0152439
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™

Signature of All Current Holders or Legal Representatives

Date (mm / dd / yyyy): 03/10/2011

IMPORTANT ▶ You must complete both sides of this form for it to be valid.

P4344 +

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Computershare +

Transfer Request — See enclosed instructions

PLEASE PRINT CLEARLY

NEW HOLDER / RECIPIENT INFORMATION

• Please complete for each new holder • Use additional pages as necessary

7 Account Type (mark only one box with an "X"):

- ☐ Individual (complete A, B, C, G & H)
- ☐ Custodial with Minor (complete A, B, C, D, G & H)
- ☐ Transfer on Death (complete A, B, C, D, G & H)
- ☐ Joint (complete A, B, C, D, G & H)
- ☐ Estate (complete A, B, C, E, G & H)
- ☑ Trustee/Trust (complete A-H)
- ☐ Other (indicate type and complete A, B, C, D, G & H) _____

A New Holder's Existing Account Number (if applicable)

B *Social Security Number (SSN) or Employer Identification Number (EIN) (do not use hyphens)
[redacted]4685 SSN ☑ EIN ☐ (check one box above)

C Name (First, MI, Last) - Individual / Custodian / Trustee / Executor / Other
ANITA BRUNSTING TRUSTEE OF THE

D Name (First, MI, Last) - Joint Holder / Minor / Co-Trustee / TOD Beneficiary / Other (if applicable)
NELVA BRUNSTING SURVIVOR'S

E Trust / Estate Name (if applicable)
TRUST

Trust / Estate Name - *continued*

F Date of Trust (mm / dd / yyyy) (if applicable)
04 / 01 / 2009

G Address Number and Street Name / PO Box — Apt. / Unit Number
203 BLOOMINGDALE CIRCLE

H City — State — Zip Code
VICTORIA — TX — 77904

8 *Form W-9: **This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered in section 7B above.**

Certification: Under penalties of perjury, I certify that: (1) the number shown on this form is my correct Taxpayer Identification Number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

Certification Instructions: You must cross out item (2) in the above paragraph if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of New Holder — Date (mm / dd / yyyy)
Anita Kay Brunsting TRUSTEE — 03 / 10 / 2011

P4345 +

E4UTR

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AFFIDAVIT OF RESIDENCE

To be completed for decedent transfers only.

Account Name: ELMER BRUNSTING OR NELVA BRUNSTING TR Account Number: [redacted] 2102

Name of Stock: EXXON MOBIL

Deceased Holder's Taxpayer Identification or Social Security Number: [redacted] 8905

The undersigned, ANITA BRUNSTING, TRUSTEE

residing at 203 BLOOMINGDALE CIRCLE VICTORIA TX 77904

being duly sworn, deposes and says that he/she is TRUSTEE

Describe your status, i.e. Executor, Administrator, Survivor in Joint Tenancy, etc.
(If a corporate fiduciary show title of affiant and name of corporation)

of (the estate of) THE BRUNSTING FAMILY LIVING TR DTD 10/10/96 & ELMER BRUNSTING

who died on 10/01/2009

that at the time of death the domicile (legal residence) of said decedent was at

13630 PINEROCK HOUSTON TX 77079

and that (s)he resided in the State of TEXAS

for 44 years prior to death and was not a resident of any (other) state within the United States of America at time of death.

Signature: Anita Kay Brunsting, trustee

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015

Sworn to before me, a notary public, this

11th day of March 20 11

Signature: Candace D Kunz-Freed
(official administering oath)

Title: Attorney & Notary

My commission expires 3-27-2015

P4346

00TH4A

EOSAFF 12-04-07

CT 12-2015-08803-P0565

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STATE OF TEXAS

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
APR 28 2009
STATE OF TEXAS — CERTIFICATE OF DEATH — STATE FILE NUMBER 142-09-043770

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last): ELMER H. BRUNSTING
(Maiden):
2. DATE OF DEATH - ACTUAL OR PRESUMED: 04/01/2009
3. SEX: MALE
4. DATE OF BIRTH: 09/29/1921
5. AGE-Last Birthday (Years): 87
If UNDER 1 YR. Mo / Days
If UNDER 1 DAY Hours / Min
6. BIRTHPLACE (City & State or Foreign Country): HULL, IA
7. SOCIAL SECURITY NUMBER: [redacted]8905
8. MARITAL STATUS AT TIME OF DEATH: ☒ Married ☐ Widowed ☐ Divorced ☐ Never Married ☐ Unknown
9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage): NELVA RENSINK
10a. RESIDENCE STREET ADDRESS: 13630 PINEROCK
10b. APT. NO.:
10c. CITY OR TOWN: HOUSTON
10d. COUNTY: HARRIS
10e. STATE: TEXAS
10f. ZIP CODE: 77079
10g. INSIDE CITY LIMITS? ☒ Yes ☐ No
11. FATHER'S NAME: LUKE BRUNSTING
12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE: GERTUDE RIKKERS
13. PLACE OF DEATH (CHECK ONLY ONE)
IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA
IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice Facility ☐ Nursing Home ☒ Decedent's Home ☐ Other (Specify)
14. COUNTY OF DEATH: HARRIS
15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMIT & GIVE PRECINCT NO.): HOUSTON, 77079
16. FACILITY NAME (If not institution, give street address): 13630 PINEROCK
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED: NELVA BRUNSTING - WIFE
18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code): 13630 PINEROCK, HOUSTON, TX 77079
19. METHOD OF DISPOSITION: ☒ Burial ☐ Cremation ☐ Donation ☐ Entombment ☐ Removal from state ☐ Other (Specify)
20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH: MARICELLA JIRON ,BY ELECTRONIC SIGNATURE - 113462
21. ☐ Unknown — Section: 214-D; Block: ; Lot: DD LC; Space: 94-F
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place): MEMORIAL OAKS CEMETERY
23. LOCATION (City/Town, and State): HOUSTON, TX
24. NAME OF FUNERAL FACILITY: MEMORIAL OAKS FUNERAL HOME
25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code): 13001 KATY FREEWAY, HOUSTON, TX 77079
26. CERTIFIER (Check only one)
☒ Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.
☐ Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.
27. SIGNATURE OF CERTIFIER: CYNTHIA ZINNER , BY ELECTRONIC SIGNATURE
28. DATE CERTIFIED (Mo/Day/Yr): 04/10/2009
29. LICENSE NUMBER: M2509
30. TIME OF DEATH (Actual or presumed): 09:30 AM
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code): CYNTHIA ZINNER 1880 SOUTH DAIRY ASHFORD STE # 330, HOUSTON, TX 77077
32. TITLE OF CERTIFIER: MD

CAUSE OF DEATH

33. PART I. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.

		Approximate Interval Onset to death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. DEMENTIA, LIKELY VASCULAR TYPE	3 YEARS
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	Due to (or as a consequence of): b.	
	Due to (or as a consequence of): c.	
	Due to (or as a consequence of): d.	

34. PART II. ENTER OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART I: CHRONIC LYMPHOCYTIC LEUKEMIA, CORONARY ARTERY DISEASE, REMOTE PROSTATE CANCER, HYPERLIPIDEMIA
34. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No
35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☐ No
36. MANNER OF DEATH: ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be determined
37. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☒ No ☐ Probably ☐ Unknown
38. IF FEMALE: ☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to one year before death ☐ Unknown if pregnant within the past year
39. IF TRANSPORTATION INJURY, SPECIFY: ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)
40a. DATE OF INJURY (Mo/Day/Yr):
40b. TIME OF INJURY:
40c. INJURY AT WORK? ☐ Yes ☐ No
40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area):
40e. LOCATION (Street and Number, City, State, Zip Code):
40f. COUNTY OF INJURY:
41. DESCRIBE HOW INJURY OCCURRED:
42a. REGISTRAR FILE NO.: 0206214
42b. DATE RECEIVED BY LOCAL REGISTRAR: 04/28/2009
42c. REGISTRAR: REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED

EDR NUMBER 000000544490

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED
APR 28 2009

GERALDINE R. HARRIS
STATE REGISTRAR

P4347

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

AMI

M00524447

VS-112 REV 1/2008

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to $10,000. (Health and Safety Code, Sec. 195.003)

Seal

UNOFFICIAL DOCUMENT

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ANITA KAY BRUNSTING, Trustee, of the ELMER H. BRUNSTING DECEDENT'S TRUST

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☑ Other (see instructions) ▶ Irrevocable Trust

☐ Exempt payee

Address (number, street, and apt. or suite no.)
203 Bloomingdale Circle

Requester's name and address (optional)

City, state, and ZIP code
Victoria, Texas 77904

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
[redacted]3100

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person Anita Kay Brunsting Date ▶ 3/10/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

DRAFT

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
ANITA KAY BRUNSTING, Trustee, of the NELVA E. BRUNSTING SURVIVOR'S TRUST

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☑ Other (see instructions) ▶ Revocable Trust

☐ Exempt payee

Address (number, street, and apt. or suite no.)
203 Bloomingdale Circle

Requester's name and address (optional)

City, state, and ZIP code
Victoria, Texas 77904

List account number(s) here (optional)

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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[redacted] 4685

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Anita Kay Brunsting Date ▶ 3/11/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

071 2010 E - 0000 P.0000
COPY NOT FOR FILING

07-19201-5:08000:00260

RESIGNATION OF ORIGINAL TRUSTEE

Pursuant to Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended (the "Trust"), I, NELVA E. BRUNSTING, an original Trustee of the Trust may resign as Trustee.

On April 1, 2009, two subtrusts were created under the BRUNSTING FAMILY LIVING TRUST and are known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

I hereby resign as Trustee of these said Trusts in accordance with the provisions contained in Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

My resignation is effective immediately and I hereby appoint ANITA KAY BRUNSTING as the Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as well as the subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

Nelva E. Brunsting
NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:35 pm p.m., by NELVA E. BRUNSTING.

Candace Kunz Freed
Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

P4350

UNOFFICIAL COPY

07132015:0809:P0270

ACCEPTANCE BY SUCCESSOR TRUSTEE

I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the office and duties of Successor Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST, after the resignation of the original Trustee, NELVA E. BRUNSTING.

Anita Kay Brunsting
ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:36pm p.m., by ANITA KAY BRUNSTING.

Candace S Kunz-Freed
Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

UNOFFICIAL COPY

07/13/2015 08:06 #027

UNOFFICIAL COPY

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned successor Trustee hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   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. ELMER H. BRUNSTING died on April 1, 2009, without having changed his appointment of successor Trustee. Therefore, pursuant to Article IV, Section B, of the BRUNSTING FAMILY LIVING TRUST, the remaining original Trustee continues to serve alone.

3. The full legal name of the said trust was:

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

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**.

5. NELVA E. BRUNSTING resigned as Trustee on December 21, 2010, after having changed her successor Trustee by that certain Appointment of Successor Trustee dated December 21, 2010. Therefore, the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.

For purposes of asset allocation, transfer of property into the decedent's trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the decedent's trust shall now be known as:

ANITA KAY BRUNSTING, Trustee, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as

established under the BRUNSTING FAMILY LIVING TRUST
dated October 10, 1996, as amended.

The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is [redacted]3100.

6. If ANITA KAY BRUNSTING fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Trustees in the following order:

First, AMY RUTH TSCHIRHART
Second, THE FROST NATIONAL BANK

7. Upon the death or disability of NELVA E. BRUNSTING, then the following individuals will serve as Successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

8. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

9. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

10. 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 Trustee 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 certifies 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 December 21, 2010.

07-32015-0809-PO272

UNOFFICIAL COPY

ANITA KAY BRUNSTING,
Successor Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on December 21, 2010 at 1:45 p.m., by ANITA KAY BRUNSTING, as successor Trustee.

Witness my hand and official seal.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

UNOFFICIAL COPY

CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned successor Trustee hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   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. ELMER H. BRUNSTING died on April 1, 2009, without having changed his appointment of successor Trustee. Therefore, pursuant to Article IV, Section B, of the BRUNSTING FAMILY LIVING TRUST, the remaining original Trustee continues to serve alone.

3. The full legal name of the said trust was:

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

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**.

5. NELVA E. BRUNSTING resigned as Trustee on December 21, 2010, after having changed her successor Trustee by that certain Appointment of Successor Trustee dated December 21, 2010. Therefore, the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.

For purposes of asset allocation, transfer of property into the survivor's trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the survivor's trust shall now be known as:

ANITA KAY BRUNSTING, Trustee, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as

Document 25-3 Filed on 02/28/13 in TXSB Page 2 of 3
Copy Not Official

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established under the BRUNSTING FAMILY LIVING TRUST
dated October 10, 1996, as amended.

The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is [redacted]4685.

6. If ANITA KAY BRUNSTING fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Trustees in the following order:

First, AMY RUTH TSCHIRHART
Second, THE FROST NATIONAL BANK

7. Upon the death or disability of NELVA E. BRUNSTING, then the following individuals will serve as Successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

8. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

9. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

10. 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 Trustee 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 certifies 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 December 21, 2010.

UNOFFICIAL COPY

ExxonMobil

Computershare

Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

O

005791

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

CHANGE OF ADDRESS NOTICE

25 Mar 2011

Dear Holder:
Re: Company Name: Exxon Mobil Corporation
Account Number: C******2102
Registration: ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM LIVING TRUST UA 10/10/96

Thank you for your recent request to update the address on the above referenced account.
Our records now reflect the following **new address** for this account:

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Our records indicate your **previous address** was:

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

If this ***new address is correct***, no further action is required.
If this ***new address is incorrect***, please call us promptly at the number indicated above.

We are committed to providing you the best service our industry can offer, and appreciate the opportunity to be of service to you.

Sincerely,
Computershare

P4357

00ZUDA

001CS0003.DSS.MIX_3207/005791/005791/i

07 520 5 0609 2576

UNOFFICIAL COPY

ExxonMobil

Computershare
Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

001182

ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]7769

SSN/TIN Certified: Yes
Symbol: XOM

001CS0003.DSS.L.MIX_3207/001182/001182/i

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]7769

▶ ACCOUNT SUMMARY

As of close of stock market on 24 Mar 2011

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	1,908.000000	0.232008	1,908.232008	82.730000	157,868.03

Transaction History

From: 24 Mar 2011 To: 24 Mar 2011

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							0.000000
24 Mar 2011	Transfer						1,908.232008	1,908.232008
24 Mar 2011	Certificate Issuance						-1,908.000000	0.232008

00TPPA (Rev. 10/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "DOWNLOADABLE FORMS" section of our website. Faxed forms are not acceptable.

P4358

UNOFFICIAL COPY

[redacted]7769 SL1 FID

XOM
214UDR

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

Sell this number of shares.

OR ☐ Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

OR ☐ Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use **section 1A** above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

1B. Use **section 1B** above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use **section 1C** above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign **section 1D** for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use **section 2** below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 1/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$

- No third party checks, money orders or credit card payments will be accepted.
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING

Holder Account Number

[redacted]7769 FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

P4359

00000000XOM SPP1 [redacted]7769

07 1220 6609 P0278

VOID EXHIBIT

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil
Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

007926

ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]7769

Company ID XOM
SSN/TIN Certified Yes

Exxon Mobil Corporation - Direct Registration (DRS) Advice

Transaction(s)

Date	Transaction Description	Total Shares/Units	CUSIP	Class Description
24 Mar 2011	Plan Certification	1,908.000000	30231G102	Common Stock

Account Information: Date: 24 Mar 2011 (Excludes transactions pending settlement)

Current Dividend Reinvestment Balance	Current Direct Registration Balance	Total Shares/ Units	Price Per Share	Value ($)	CUSIP	Class Description
0.232008	1,908.000000	1,908.232008	82.730000	157,868.03	30231G102	Common Stock

IMPORTANT INFORMATION — RETAIN FOR YOUR RECORDS.

This advice is your record of the share transaction in your account on the books of the Company as part of the Direct Registration System. This advice is neither a negotiable instrument nor a security, and delivery of it does not of itself confer any rights to the recipient. It should be kept with your important documents as a record of your ownership of these shares. No action on your part is required.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

Upon request, the Company will furnish to any shareholder, without charge, a full statement of the designations, rights (including rights under any Company's Rights Agreement, if any), preferences and limitations of the shares of each class and series authorized to be issued, and the authority of the Board of Directors to divide the shares into series and to determine and change rights, preferences and limitations of any class or series.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

[redacted] 40UDR XOM P4360

00H5AB (Rev. 1/11)

Please see important PRIVACY NOTICE on reverse side of statement

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Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

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P4361

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

000352

ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]7769

Company ID XOM
SSN/TIN Certified Yes

Exxon Mobil Corporation - Direct Registration (DRS) Advice

Transaction(s)

Date	Transaction Description	Total Shares/Units	CUSIP	Class Description
15 Jun 2011	Transfer	-1,325.000000	30231G102	Common Stock

Account Information: Date: 15 Jun 2011 (Excludes transactions pending settlement)

Current Dividend Reinvestment Balance	Current Direct Registration Balance	Total Shares/Units	CUSIP	Class Description
0.000000	583.000000	583.000000	30231G102	Common Stock

IMPORTANT INFORMATION — RETAIN FOR YOUR RECORDS.

This advice is your record of the share transaction in your account on the books of the Company as part of the Direct Registration System. This advice is neither a negotiable instrument nor a security, and delivery of it does not of itself confer any rights to the recipient. It should be kept with your important documents as a record of your ownership of these shares. No action on your part is required.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

Upon request, the Company will furnish to any shareholder, without charge, a full statement of the designations, rights (including rights under any Company's Rights Agreement, if any), preferences and limitations of the shares of each class and series authorized to be issued, and the authority of the Board of Directors to divide the shares into series and to determine and change rights, preferences and limitations of any class or series.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

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DO NOT COPY

07-3201-5-0600-Feb2002

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

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P4363

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

07 1320 15 : 0809 : P0283

031438

ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]7769

SSN/TIN Certified: Yes
Symbol: XOM

001CS0006_rps1iml_XOM_105024_40233/031438/032116/i

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]7769

▶ ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	583.000000	4.204777	587.204777	80.270000	47,134.93

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
14 May 2012	11 Jun 2012	0.570000	Common	583.000000	332.31		332.31

Transaction History

From: 01 Jan 2012 To: 11 Jun 2012

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							0.000000
11 Jun 2012	Dividend Reinvestment	332.31	Comp Paid Fees	0.11	332.31	79.031547	4.204777	4.204777

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information.

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

R4364

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[redacted]7769 SL1 FID XOM 214UDR

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] [ ] [ ] [ ] [ ] [ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

[ ] [ ] [ ] [ ] [ ] [ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

[ ] [ ] [ ] [ ] [ ] [ ]

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

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ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

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1D. All registered holders must sign **section 1D** for the above instruction(s) to be completed. **Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement.* A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

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Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 8/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$ [ ] [ ] [ ] [ ] [ ]

Screen dump for user: vigorito

Date: Thursday, 5th July 2012 17:53:29

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COMPUTERSHARE SHAREHOLDER SERVICES INC                    Run/Sess/Date:1527/0000/07-05-2012
EXXON MOBIL CORPORATION/XOM                                 Serv Provider/Code: CIS/REGEQ
* SCRIP Enquiry - PAYMENTS-------------------------------------------------------------Page   1
 HID: [redacted]7769  Type:  FID   TIN: *******3100    Key....: BRUNSTING   ANITA              *PI*
 N&A: ANITA BRUNSTING TR | UA 04/01/09 | ELMER H BRUNSTING DECEDENT'S TRUST, ...   Post: 77904

-#--Date------Meth------Reference-----Net Amt-----Status-----------Bse-Pd---Acct---Pay Type---

01  06/11/12  Riv       20977305         332.31  Pres    06/11/12  USD USD  D1206  Dividend
02  03/09/12  Dir       00039188         274.01  Pres    03/09/12  USD USD  D1203  Dividend
03  12/09/11  Dir       00039770         274.01  Pres    12/09/11  USD USD  D1112  Dividend
04  09/09/11  Dir       00039892         274.01  Pres    09/09/11  USD USD  D1109  Dividend
05  06/10/11  Dir       00039733         896.76  Pres    06/10/11  USD USD  D1106  Dividend
06  03/29/11  Che       00121887           4.18  Pres    06/10/11  USD USD  SLE02  Trading



*-------------------------------------------------------------------------------------------
  Action.....: 01___          Locate....: _____________________________________
<Esc> for valid actions; ">" , "<" , "+" ,"$" for extra, ,Dnn, Tnn, Pnn, Fnn
Form: ENSDIS01  Slot: 4835  PID: 584D4247  Node: CSAPR4  Date: 05Jul2012 17:53
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07-22915-cgm Doc 51-2 Filed 08/05/13 Entered 08/05/13 17:20:05

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07152015:08009:P0286

ExxonMobil

Computershare

Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

000658

ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Account Number: [redacted]769

Dear Holder:

We have received and processed your request to add bank payment instructions to your account. We are in the process of verifying the bank payment instructions with your financial institution. The new payment instructions should become effective within 15 days. All disbursements made by the company will then be directly paid to your bank account. You will also be able to direct us to use this bank account to receive payments at your discretion if you choose to sell your shares.

Company Name: Exxon Mobil Corporation

Bank Name: BANK OF AMERICA N A

Bank Account (Last four Digits): 1143

Please note, if the bank payment instructions are determined to be incorrect in the verification process, you will receive a notice that your request has been cancelled.

If you are a participant in a reinvestment plan, your reinvestment plan participation option will be honored in lieu of the above payment instructions. For example, if you have enrolled in full reinvestment, all dividends will be reinvested rather than paid to the above bank account. If you have enrolled in the cash payment option, all dividends will be paid in cash using the new bank payment instructions.

07/13/2015:0809:P0287

ExxonMobil

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www.computershare.com/exxonmobil

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

005814

Recipient
ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number [redacted]7769 **Co.ID** XOM

Recipient's ID No. 27-6453100
Payer's Federal ID No. 13-5409005

001CS0006_RPS.EMTX.XOM.171720_38852/005814/005814/i

***Uncertified accounts are subject to withholding taxes on dividend payments and sales proceeds.**

Instructions for Recipients

Recipient's Identification Number: For your protection, this form may show only the last four digits of your taxpayer identification number. However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040 or 1040A), if required. The amount shown may be dividends a corporation paid directly to you as a participant (or beneficiary of a participant) in an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 2a: Shows total capital gain distributions from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13.
But, if no amount is shown in boxes 2c-2d and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.

Box 2b: Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet - Line 19 in the Schedule D instructions (Form 1040).

Box 2c: Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 50% exclusion and certain empowerment zone business stock that may be subject to a 60% exclusion. See the Schedule D (Form 1040) instructions.

Box 2d: Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet - Line 18 in the instructions for Schedule D (Form 1040).

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5: Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees: If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the current tax year General Instructions for Certain Information Returns.

[redacted] 188UDR

00RTQA (Rev. 10/11)

EXXON MOBIL CORPORATION

☐ CORRECTED (if checked)

Dividends and Distributions

OMB No. 1545-0110

2011

Form **1099-DIV**

1a Total ordinary dividends $ 1444.78	1b Qualified dividends $ 1444.78
2a Total capital gain distr. $ 0.00	2b Unrecap. Sec. 1250 gain $ 0.00
2c Section 1202 gain $ 0.00	2d Collectibles (28%) gain $ 0.00
3 Nondividend distributions $ 0.00	4 Federal income tax withheld $ 0.00
5 Investment expenses $ 0.00	6 Foreign tax paid $
7 Foreign country or U.S. possession	8 Cash liquidation distributions $ 0.00

The reportable amounts above include the following additional income:

Company Paid Fees $ 0.00	Company Paid Service Charges $ 0.00
Discount on Reinvestment $ 0.00	

PAYER'S Federal identification number: [redacted]9005
PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S identification number: [redacted]3100
Account number (see instructions): [redacted]7769
RECIPIENT'S name, street address, city, state, ZIP code
ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Copy B
For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4388

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

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Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078

[redacted]7769 ETRD1 XOM

Transfer Request

Current Account Information

Company Name	EXXON MOBIL CORPORATION	Holding	COMMON STOCK		
Holder Name	ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING DECEDENT'S TRUST	Account Number	[redacted]7769		
Address	203 BLOOMINGDALE CIRCLE VICTORIA TX 77904	Reason For Transfer	GeneralTransfer	Type of Transfer	PartialTransfer

Shares to Transfer

Book	1325		
Plan			
Certificate (s)		Note: You must send in original certificate(s) with enough shares to satisfy the transfer amount.	
Total	1325		

Current Account Holder Signature(s)

Authorized Signatures	This section must be signed and stamped for your transfer to be executed.	Required > Medallion Guarantee Stamp (Notary Seal is Not Acceptable)

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatsoever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature

Note: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union that is participating in an approved Medallion Signature Guarantee program.
(A NOTARY SEAL IS NOT ACCEPTABLE)

SIGNATURE GUARANTEED
MEDALLION GUARANTEE
FIRST VICTORIA NATIONAL BANK
(15) AUTHORIZED SIGNATURE
D0152439
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™

Signature of All Current Holders or Legal Representatives	Date (mm/dd/yyyy)
Anita Brunsting	06/07/2011

P4369 3

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07-32015-cgm Doc 29 Filed 08/09/11 Entered 08/09/11 15:02:59 Main Document Pg 29 of 29

Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078

New Holder/Recipient Information

Account 1

Account Type	Individual	Shares to Transfer			1325
	Holder	SSN/EIN	[redacted]-6228		
First Name	Carole	Middle Initial	A		
Last Name	Brunsting				
Street Address	5822 Jason				
City	Houston	State	TX	Zip	77074

*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.
Certification: Under penalty of perjury, I certify that (1) the number shown on this form is my correct Taxpayer Identification number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

Certification Instructions: You must cross out item (2) in the above paragraph if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of Holder	Date (mm/dd/yyyy)
[signature]	[illegible] 06/08/2011

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ExxonMobil

Computershare

Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

000876

ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Account Number: [redacted]7769

Dear Holder:

We have received and processed your request to enroll your account in the dividend reinvestment plan for Exxon Mobil Corporation.

In response to your request, your account has been enrolled with the following option: Full Dividend Reinvestment.

This change was made on 03 Mar 2012.

Please note, if your enrollment was received after the record date of any upcoming dividend, it will not be in effect for that dividend.

If you did not request this enrollment, please contact us at the number above during regular business hours.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

This notice is provided on behalf of Computershare Trust Company, N.A.

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ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

001183

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]7777

SSN/TIN Certified: Yes
Symbol: XOM

001CS0003.DSS.I.MIX_3207/001183/00118356

07C2015-0808-D029

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]7777

▶ ACCOUNT SUMMARY

As of close of stock market on 24 Mar 2011

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	2,101.968469	2,101.968469	82.730000	173,895.85

Transaction History

From: 24 Mar 2011 To: 24 Mar 2011

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							0.000000
24 Mar 2011	Transfer						2,101.968469	2,101.968469

00TPPA (Rev. 10/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "DOWNLOADABLE FORMS" section of our website. Faxed forms are not acceptable.

P4372

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[redacted]7777 SL1 FID

XOM
214UDR

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

Sell this number of shares.

OR ☐ Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

OR ☐ Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use **section 1A** above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

1B. Use **section 1B** above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use **section 1C** above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign **section 1D** for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use **section 2** below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 1/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$

- **No third party checks, money orders or credit card payments will be accepted.**
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING

Holder Account Number

[redacted]7777 FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

P4373

00000000XOM SPPJ [redacted]7777

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SPECIMEN

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

000051

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]7777

SSN/TIN Certified: Yes
Symbol: XOM

001CS0003.EML.L.MIX_3259000051\000051\6

07 5201 5 080809 1 0202 9

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]7777

▶ ACCOUNT SUMMARY

As of close of stock market on 11 May 2011

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	981.968469	981.968469	81.120000	79,657.28

Transaction History

From: 11 May 2011 To: 11 May 2011

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							2,101.968469
11 May 2011	Transfer						-1,120.000000	981.968469

00TPPA (Rev. 10/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "DOWNLOADABLE FORMS" section of our website. Faxed forms are not acceptable.

P4374

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[redacted]7777 SL1 FID

XOM
214UDR

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

Sell this number of shares.

OR ☐ Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

OR ☐ Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 1/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$

- **No third party checks, money orders or credit card payments will be accepted.**
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING

Holder Account Number

[redacted]7777 FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

P4375

00000000XOM SPP1 [redacted]7777

Void Preview

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

024050

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]7777

SSN/TIN Certified: Yes
Symbol: XOM

001CS0006_RPS.EML.TX.XOM.172021_38851/D24050/029879

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]7777

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6006, Carol Stream, IL 60197-6006.

▶ ACCOUNT SUMMARY

As of close of stock market on 09 Dec 2011

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	675.910671	675.910671	81.340000	54,978.57

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
10 Nov 2011	09 Dec 2011	0.470000	Common	671.987460	315.83		315.83

Transaction History

From: 01 Jan 2011 To: 09 Dec 2011

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							0.000000
24 Mar 2011	Transfer						2,101.968469	2,101.968469
11 May 2011	Transfer						-1,120.000000	981.968469
10 Jun 2011	Dividend Reinvestment	461.53	Comp Paid Fees	0.14	461.53	81.010632	5.697153	987.665622
15 Jun 2011	Transfer						-160.000000	827.665622
15 Jun 2011	Transfer						-160.000000	667.665622

IMPORTANT TAX RETURN DOCUMENT ATTACHED

00TPPA-TAX (Rev. 10/11)

Please see Important PRIVACY NOTICE on reverse side of statement

ExxonMobil

PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S name, street address, city, state, ZIP code
ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

☐ CORRECTED (if checked)

Dividends and Distributions

1a Total ordinary dividends	1b Qualified dividends
$ 1091.51	$ 1091.51
3 Nondividend distributions	4 Federal income tax withheld
$	$
6 Foreign tax paid	7 Foreign country or U.S. possession
$	
8 Cash Liquidation Distribution	PAYER'S Federal identification number
$	[redacted]005
RECIPIENT'S identification number	Account number (see instructions)
[redacted]4685	[redacted]7777

Summary of reportable income (Amounts Paid and/or Reinvested do not reflect deductions for tax withheld, if any)

Amount Paid By Check/EFT	Amount Reinvested
$ 0	$ 1091.16
Company Paid Fees	Company Paid Service Charges
$ 0.35	$ 0
Discount on Reinvestment	
$ 0	

OMB No. 1545-0110

2011

Form 1099-DIV

Copy B
For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4376

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

0 7 1 9 2 0 5 E 6 0 6 0 1 - 6 0 0 6 - P 0 2 3 5

COPY NOT FOR FILING

[redacted]7777 SL1 FID

XOM
214UDR

07 1 3221 5 - 0609 - 4 0 2 3 6

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

[ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction

Refer to the prospectus/portfolio for additional details on the terms and conditions of transactions under the plan or DRS (see section 9).

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1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

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To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 8/11)

Instructions for Recipient

Recipient's Identification Number: For your protection, this form may show only the last four digits of your taxpayer identification number. However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040 or 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees: If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the current tax year General Instructions for Certain Information Returns.

P4377

00RXHA-R (Rev. 10/11)

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ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST

Holder Account Number

[redacted]7777

SSN/TIN Certified Yes

Symbol XOM

001CS0006_RPS.EML.TX.XOM.172021_38851A024050/029880/4

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]777

Transaction History (cont.)

From: 01 Jan 2011 **To: 09 Dec 2011**

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
09 Sep 2011	Dividend Reinvestment	313.80	Comp Paid Fees	0.11	313.80	72.608004	4.321838	671.987460
09 Dec 2011	Dividend Reinvestment	315.83	Comp Paid Fees	0.10	315.83	80.502937	3.923211	675.910671

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00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

07-13201-5 08-05-2021 09:08:05 EST 0-2057

[redacted]7777 SL1 FID

XOM
214UDR

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
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(DRS shares will receive future dividends in cash.)

[ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

[ ] **IMPORTANT:** You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

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To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use **section 1B** above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use **section 1C** above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign **section 1D** for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 8/11)

P4379

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ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

031683

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number

[redacted]7777

SSN/TIN Certified: Yes
Symbol: XOM

001CS0006_rpt.ImL.XOM.080806_39590/031683/031695A

UNOFFICIAL DOCUMENT

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]7777

▶ ACCOUNT SUMMARY

As of close of stock market on 09 Mar 2012

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	679.609732	679.609732	84.300000	57,291.10

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
10 Feb 2012	09 Mar 2012	0.470000	Common	675.910671	317.68		317.68

Transaction History

From: 01 Jan 2012 To: 09 Mar 2012

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							675.910671
09 Mar 2012	Dividend Reinvestment	317.68	Comp Paid Fees	0.09	317.68	85.881244	3.699061	679.609732

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

P4380

[redacted]7777 SL1 FID XOM 214UDR +

07 1320 15 : 06609 : P0300

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

[ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

[ ] **IMPORTANT:** You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

+

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS/direct stock)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 8/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$

- **No third party checks, money orders or credit card payments will be accepted.**
- **Please write your holder account number and the company name on your check.**
- **This form should ONLY be used for Exxon Mobil Corporation.**
- **The enclosed contribution will ONLY be applied to the account referenced to the right.**

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING

Holder Account Number

[redacted]7777 FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

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VOID SAMPLE

07-32015-0805-P0301

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

031439

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number
[redacted]7777

SSN/TIN Certified: Yes
Symbol: XOM

001CS0006_rpt.Ent.XOM.105024_4023/031439/032117/6

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]7777

▶ ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	684.511319	684.511319	80.270000	54,945.72

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
14 May 2012	11 Jun 2012	0.570000	Common	679.609732	387.38		387.38

Transaction History

From: 01 Jan 2012 To: 11 Jun 2012

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							675.910671
09 Mar 2012	Dividend Reinvestment	317.68	Comp Paid Fees	0.09	317.68	85.881244	3.699061	679.609732
11 Jun 2012	Dividend Reinvestment	387.38	Comp Paid Fees	0.12	387.38	79.031547	4.901587	684.511319

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

UNOFFICIAL DOCUMENT

[redacted]7777 SL1 FID

XOM
214UDR

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

OR ☐ Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

OR ☐ Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction

(refer to the prospectus/section for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use **section 1A** above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. *A Market Order sale may be available for transactions* submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. *Note: market orders and batch orders are subject to different fees. Please visit the website or contact us* at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. *Upon written request, we will provide the name of the executing* broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use **section 1B** above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). *If your request is received near a record date, Computershare* has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use **section 1C** above to minimize risk of loss, theft or damage by depositing certificates. *Computershare will deposit these shares into your plan account and hold them electronically in* book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. *You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate* in the event that it is lost in transit.

1D. *All registered holders must sign section 1D for the above instruction(s) to be completed.* *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.*

2. Use **section 2** below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-4MOT (Rev. 8/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$.

- **No third party checks, money orders or credit card payments will be accepted.**
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation.
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: **ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING**

Holder Account Number

[redacted]7777 FID

Computershare
P.O. Box 6006
Carol Streams, IL 60197-6006

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ExxonMobil

Computershare
Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

000659

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Account Number: [redacted]7777

Dear Holder:

We have received and processed your request to add bank payment instructions to your account. We are in the process of verifying the bank payment instructions with your financial institution. The new payment instructions should become effective within 15 days. All disbursements made by the company will then be directly paid to your bank account. You will also be able to direct us to use this bank account to receive payments at your discretion if you choose to sell your shares.

Company Name: Exxon Mobil Corporation

Bank Name: BANK OF AMERICA N A

Bank Account (Last four Digits): 1143

Please note, if the bank payment instructions are determined to be incorrect in the verification process, you will receive a notice that your request has been cancelled.

If you are a participant in a reinvestment plan, your reinvestment plan participation option will be honored in lieu of the above payment instructions. For example, if you have enrolled in full reinvestment, all dividends will be reinvested rather than paid to the above bank account. If you have enrolled in the cash payment option, all dividends will be paid in cash using the new bank payment instructions.

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COPY NOT FOR REPRODUCTION

Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078

[redacted]7777 ETRD1 XOM

Transfer Request

Current Account Information

Company Name	EXXON MOBIL CORPORATION	Holding	COMMON STOCK		
Holder Name	ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING SURVIVOR'S TRUST	Account Number	[redacted]7777		
Address	203 BLOOMINGDALE CIRCLE VICTORIA TX 77904	Reason For Transfer	GeneralTransfer	Type of Transfer	PartialTransfer

Shares to Transfer

Book			
Plan	1120		
Certificate (s)		Note: You must send in original certificate(s) with enough shares to satisfy the transfer amount.	
Total	1120		

Current Account Holder Signature(s)

Authorized Signatures	This section must be signed and stamped for your transfer to be executed.	Required > Medallion Guarantee Stamp (Notary Seal is Not Acceptable)

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatsoever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature

Note: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union that is participating in an approved Medallion Signature Guarantee program.

(A NOTARY SEAL IS NOT ACCEPTABLE)

SIGNATURE GUARANTEED
MEDALLION GUARANTEED
FIRST VICTORIA NATIONAL BANK
AUTHORIZED SIGNATURE
(15)
D0152439
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™

Signature of All Current Holders or Legal Representatives	Date (mm/dd/yyyy)
Anita Brunsting	04/25/2011

VERIFIED

P4385

Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078

New Holder/Recipient Information

Account 1

Account Type	Individual	Shares to Transfer			1120
	Holder	SSN/EIN	[redacted]5947		
First Name	Amy	Middle Initial	R		
Last Name	Brunsting				
Street Address	2582 Country Ledge Dr.				
City	New Braunfels	State	TX	Zip	78132-4109

*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.
Certification: Under penalty of perjury, I certify that (1) the number shown on this form is my correct Taxpayer Identification Number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

Certification Instructions: You must cross out item (2) in the above paragraph if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of Holder	Date (mm/dd/yyyy)
Amy R. Brunsting	04/25/2011

Investment Plan Enrollment - The shares being transferred to you were enrolled by the prior owner in the Company's investment plan. The terms and conditions of the plan are available online or by calling us at the number listed on the reverse side of this form. By signing below, you agree to keep the shares in the plan and to be bound by the plan's terms and conditions. NOTE. IF THE PLAN PROVIDES FOR REINVESTMENT OF DIVIDENDS, SHARES HELD IN THE PLAN WILL BE SUBJECT TO FULL REINVESTMENT. If you do not sign below, whole shares will be placed in DRS book entry form and not enrolled in the plan and a check will be mailed to you for any fractional shares.

Signature of New Holder/Recipient	Date (mm/dd/yyyy)
Amy R. Brunsting	05/02/2011

P4386

07-12201-tmd Doc 45-5 Filed 07/19/12 Entered 07/19/12 13:42:15 Exhibit 5 Pg 5 of 5
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Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078

[redacted]7777 ETRD1 XOM

Transfer Request

Current Account Information

Company Name	EXXON MOBIL CORPORATION	Holding	COMMON STOCK		
Holder Name	ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING SURVIVOR'S TRUST	Account Number	[redacted]7777		
Address	203 BLOOMINGDALE CIRCLE VICTORIA TX 77904	Reason For Transfer	GeneralTransfer	Type of Transfer	PartialTransfer

Shares to Transfer

Book			
Plan	320		
Certificate (s)		Note: You must send in original certificate(s) with enough shares to satisfy the transfer amount.	
Total	320		

Current Account Holder Signature(s)

Authorized Signatures	This section must be signed and stamped for your transfer to be executed.	Required > Medallion Guarantee Stamp (Notary Seal is Not Acceptable)

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatsoever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature

Note: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union that is participating in an approved Medallion Signature Guarantee program.

(A NOTARY SEAL IS NOT ACCEPTABLE)

SIGNATURE GUARANTEED
MEDALLION GUARANTEED
FIRST VICTORIA NATIONAL BANK
AUTHORIZED SIGNATURE
D0152439
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM

Signature of All Current Holders or Legal Representatives	Date (mm/dd/yyyy)
Anita Brunsting	06/07/2011

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P.O. Box 43078
Providence, RI, 02940-3078

New Holder/Recipient Information

Account 1

Account Type	Individual	Shares to Transfer			160
	Holder	SSN/EIN	[redacted]		1860
First Name	Anita	Middle Initial			
Last Name	Brunsting				
Street Address	203 Bloomingdale Circle				
City	Victoria	State	TX	Zip	77904

*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.
Certification: Under penalty of perjury, I certify that (1) the number shown on this form is my correct Taxpayer Identification number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

Certification Instructions: You must cross out item (2) in the above paragraph if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of Holder	Date (mm/dd/yyyy)
Anita Brunsting	06/07/2011

Investment Plan Enrollment - The shares being transferred to you were enrolled by the prior owner in the Company's investment plan. The terms and conditions of the plan are available online or by calling us at the number listed on the reverse side of this form. By signing below, you agree to keep the shares in the plan and to be bound by the plan's terms and conditions. NOTE. IF THE PLAN PROVIDES FOR REINVESTMENT OF DIVIDENDS, SHARES HELD IN THE PLAN WILL BE SUBJECT TO FULL REINVESTMENT. If you do not sign below, whole shares will be placed in DRS book entry form and not enrolled in the plan and a check will be mailed to you for any fractional shares.

Signature of New Holder/Recipient	Date (mm/dd/yyyy)
Anita Brunsting	06/07/2011

Account 2

Account Type	Individual	Shares to Transfer			160
	Holder	SSN/EIN	[redacted]		6240
First Name	Candace	Middle Initial			
Last Name	Curtis				
Street Address	1215 Ulfinian Way				
City	Martinez	State	CA	Zip	94553

*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.
Certification: Under penalty of perjury, I certify that (1) the number shown on this form is my correct Taxpayer Identification number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

Certification Instructions: You must cross out item (2) in the above paragraph if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of Holder	Date (mm/dd/yyyy)
Candace Curtis	06/08/2011

Investment Plan Enrollment - The shares being transferred to you were enrolled by the prior owner in the Company's investment plan. The terms and conditions of the plan are available online or by calling us at the number listed on the reverse side of this form. By signing below, you agree to keep the shares in the plan and to be bound by the plan's terms and conditions. NOTE. IF THE PLAN PROVIDES FOR REINVESTMENT OF DIVIDENDS, SHARES HELD IN THE PLAN WILL BE SUBJECT TO FULL REINVESTMENT. If you do not sign below, whole shares will be placed in DRS book entry form and not enrolled in the plan and a check will be mailed to you for any fractional shares.

Signature of New Holder/Recipient	Date (mm/dd/yyyy)
Candace Curtis	06/08/2011

ExxonMobil

Computershare
Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

07 3215 0605 P0309

********AUTO**SCH 3-DIGIT 945 000481/0189855 189855

CANDACE CURTIS
1215 ULFINIAN WAY
MARTINEZ CA 94553

Holder Account Number
[redacted]6387

SSN/TIN Certified: Yes
Symbol: XOM

001CS0006_rpt.DL_PO1.XOM.105024_40233/189855/189855/6

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]6387

▶ ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	24.981004	24.981004	80.270000	2,005.23

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
14 May 2012	11 Jun 2012	0.570000	Common	24.802088	14.14		14.14

Transaction History

From: 01 Jan 2012 To: 11 Jun 2012

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							66.667134
10 Jan 2012	Sale	3,862.35	Transaction Fee	65.40	3,796.95	85.830000	-45.000000	41.667134
24 Jan 2012	Sale	1,478.15	Transaction Fee	62.04	1,416.11	86.950000	-17.000000	24.667134
09 Mar 2012	Dividend Reinvestment	11.59			11.59	85.881244	0.134954	24.802088
11 Jun 2012	Dividend Reinvestment	14.14			14.14	79.031547	0.178916	24.981004

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information.

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

P4389

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[redacted]6387 SL1 IND

XOM
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1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

[ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT:
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 8/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$

- **No third party checks, money orders or credit card payments will be accepted.**
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation.
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: CANDACE CURTIS

Holder Account Number

[redacted]6387 IND

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

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00000000XOM SPP1 [redacted]6387

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ExxonMobil

Computershare
Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

**********AUTO**3-DIGIT 781 000272/0105978 105978

AMY R BRUNSTING
2582 COUNTRY LEDGE DR
NEW BRAUNFELS TX 78132-4109

Holder Account Number
[redacted]9041

SSN/TIN Certified: Yes
Symbol: XOM

001CS0006_rpt.DI._PG1.XOM.105024_40233/105978/105978/1

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]9041

▶ ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	104.058674	104.058674	80.270000	8,352.79

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
14 May 2012	11 Jun 2012	0.570000	Common	103.313529	58.89		58.89

Transaction History

From: 01 Jan 2012 To: 11 Jun 2012

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							102.751241
09 Mar 2012	Dividend Reinvestment	48.29	Comp Paid Fees	0.01	48.29	85.881244	0.562288	103.313529
11 Jun 2012	Dividend Reinvestment	58.89	Comp Paid Fees	0.02	58.89	79.031547	0.745145	104.058674

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

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[redacted]9041 SL1 IND

XOM
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1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

[ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

[ ] **IMPORTANT:** You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan/DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use **section 1A** above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use **section 1B** above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use **section 1C** above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign **section 1D** for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use **section 2** below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 8/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$ [ ]

- **No third party checks, money orders or credit card payments will be accepted.**
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation.
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: AMY R BRUNSTING

Holder Account Number

[redacted]9041 IND

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

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00000000XOM SPP1 [redacted]9041

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ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

031624

ANITA BRUNSTING
203 BLOOMINGDALE CIR
VICTORIA TX 77904

Holder Account Number
[redacted]6352

SSN/TIN Certified: Yes
Symbol: XOM

001CS0006_rpt.Ent..XOM.105024_40233/031624/032313/i

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: [redacted]6352

▶ ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	164.036963	164.036963	80.270000	13,167.25

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
14 May 2012	11 Jun 2012	0.570000	Common	162.862369	92.83		92.83

Transaction History

From: 01 Jan 2012 To: 11 Jun 2012

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							161.975912
09 Mar 2012	Dividend Reinvestment	76.13	Comp Paid Fees	0.02	76.13	85.861244	0.886457	162.862369
11 Jun 2012	Dividend Reinvestment	92.83	Comp Paid Fees	0.03	92.83	79.031547	1.174594	164.036963

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

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07-6920-5 08-05-2013 pg 3 of 3

[redacted]6352 SL1 IND XOM 214UDR +

1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

[ ] OR [ ] Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.
Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program

(DRS shares will receive future dividends in cash.)

[ ] OR [ ] Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT: You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078 +

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the particular DRS/Plan facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WA2A-MOT (Rev. 8/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

$ [ ]

- **No third party checks, money orders or credit card payments will be accepted.**
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation.
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of $50 with a maximum amount of $250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ANITA BRUNSTING

Holder Account Number

[redacted]6352 IND

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

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ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

007564

CAROLE A BRUNSTING
5822 JASON
HOUSTON TX 77074

Holder Account Number
[redacted]6328

Company ID XOM
SSN/TIN Certified Yes

Exxon Mobil Corporation - Direct Registration (DRS) Advice

Transaction(s)

Date	Transaction Description	Total Shares/Units	CUSIP	Class Description
15 Jun 2011	Transfer	1,325.000000	30231G102	Common Stock

Account Information: Date: 15 Jun 2011 (Excludes transactions pending settlement)

Current Dividend Reinvestment Balance	Current Direct Registration Balance	Total Shares/Units	CUSIP	Class Description
0.000000	1,325.000000	1,325.000000	30231G102	Common Stock

IMPORTANT INFORMATION — RETAIN FOR YOUR RECORDS.

This advice is your record of the share transaction in your account on the books of the Company as part of the Direct Registration System. This advice is neither a negotiable instrument nor a security, and delivery of it does not of itself confer any rights to the recipient. It should be kept with your important documents as a record of your ownership of these shares. No action on your part is required.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

Upon request, the Company will furnish to any shareholder, without charge, a full statement of the designations, rights (including rights under any Company's Rights Agreement, if any), preferences and limitations of the shares of each class and series authorized to be issued, and the authority of the Board of Directors to divide the shares into series and to determine and change rights, preferences and limitations of any class or series.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

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Privacy Notice

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With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

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Exhibit 5

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Date	Gift	Stock price	amount	Person	purpose
Mom/Dad were trustees					
12/21/2010	trxfr		$ 7,000.00	Amy Brunsting	mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights
1/4/2011	trxfr		$ 6,000.00	Amy Brunsting	mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights
6/22/2009			$ 1,000.00	Amy Brunsting	college fund
7/14/2009			$ 1,000.00	Amy Brunsting	college fund
11/14/2007	chk# 5715		$ 5,000.00	Amy Brunsting	
1/20/2006	chk# 5143		$ 200.00	Amy Brunsting	
2/11/2002	chk# 3526		$ 200.00	Amy Brunsting	college fund
12/31/2002	chk# 3911		$ 200.00	Amy Brunsting	college fund
[redacted]					
10/2/2009	[redacted]				
2/8/2010	chk# 6518		$ 5,000.00	Anita Brunsting	
6/24/2009	chk# 6278		$ 1,000.00	Anita Brunsting	graduation gift to me for finishing my doctorate
7/14/2009	chk# 6294		$ 1,000.00	Anita Brunsting	college fund
9/8/2009	chk# 6338		$ 1,000.00	Anita Brunsting	college fund
10/19/2009	chk# 6403		$ 1,250.00	Anita Brunsting	
1/20/2006	chk# 5142		$ 200.00	Anita Brunsting	college fund
1/31/2006	chk# 5155		$ 150.00	Anita Brunsting	mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
2/21/2006	chk# 5172		$ 150.00	Anita Brunsting	mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
4/1/2006	chk# 5233		$ 150.00	Anita Brunsting	mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
1/10/2003	chk# 3920		$ 200.00	Anita Brunsting	college fund
2/11/2002	chk# 3527		$ 200.00	Anita Brunsting	college fund
[redacted]					
3/17/2010	chk # 6386		$ 750.00	Candy Curtis	
1/27/2009	chk # 6124		$ 2,000.00	Candy Curtis	
7/29/2009	chk# 6309		$ 4,000.00	Candy Curtis	
7/8/2008	chk # 5917		$ 2,000.00	Candy Curtis	
8/3/2009	chk# 5944		$ 1,500.00	Candy Curtis	
7/6/2001	trxfr		$ 20,000.00	Candy Curtis	
1/19/2010			$ 5,000.00	Candy Curtis	
3/29/2010			$ 7,000.00	Candy Curtis	
6/22/2010			$ 20,000.00	Candy Curtis	Taken against inheritance (documentation on file w/ Vacek & Freed) expenses, divorce
[redacted]					
11/10/2005	chk# 5070		$ 10,000.00	Carl Brunsting	
3/12/2003	chk# 3986		$ 9,000.00	Carl Brunsting	
4/9/2003	chk# 4017		$ 11,000.00	Carl Brunsting	

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Schedule F

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Date	Gift	Stock price	amount	Person	purpose
9/17/2001	chk# 3347		$ 2,000.00	Carl Brunsting	
10/6/2010			$ 25,000.00	Carl Brunsting	medical bills
2010-2011			$ 21,899.61	Carl Brunsting	paid one medical bill ($1565.70) and to caretakers directly for his care from 7/13/2010 through 1/9/2011, (additional days occurred from Jan-April 2011 than included payment to caretakers as well as groceries and his medical supplies, but specific dates in this time period were not recorded)
[redacted]					
6/27/2009	chk# 6285		$ 2,000.00	Carole Brunsting	
2/12/2009	chk# 5794		$ 500.00	Carole Brunsting	
3/18/2008	chk# 5821		$ 250.00	Carole Brunsting	
11/13/2007	chk# 5713		$ 600.00	Carole Brunsting	
1/5/2006	chk# 5129		$ 1,000.00	Carole Brunsting	loan?
7/1/2006	chk# 5287		$ 1,200.00	Carole Brunsting	
3/23/2005	chk# 4785		$ 450.00	Carole Brunsting	
12/8/2005	chk# 5090		$ 1,500.00	Carole Brunsting	
7/2/2005	chk# 4901		$ 350.00	Carole Brunsting	
10/2/2005	chk# 5016		$ 2,500.00	Carole Brunsting	
10/21/2003	chk# 4232		$ 1,000.00	Carole Brunsting	
12/12/2002	chk# 9878 ?		$ 1,500.00	Carole Brunsting	
12/17/2002	chk# 3883 ?		$ 5,000.00	Carole Brunsting	
3/23/2010			$ 7,000.00	Carole Brunsting	
5/18/2010			$ 1,000.00	Carole Brunsting	
10/1/2010			$ 20,000.00	Carole Brunsting	original intent to take against inheritance, but no letter/documentation found to date; will be treated as a gift; to fix house
[redacted]					
10/2/2009	[redacted]				
Anita became trustee Dec. 2011					
5/11/2011	1120 shares exxon Survivors trust	$ 81.12	90854.4	Amy Brunsting	to pay off house
	Total Amy Brunsting		$ 90,854.40		
5/10/2011			$ 5,443.22	Anita Brunsting	pay off Luke's truck
6/3/2011			$ 5,750.51	Anita Brunsting	pay off Honda for Katie
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Anita Brunsting	borrowed against inheritance - for college expenses
6/15/2011	160 shares exxon Survivors trust	$ 78.66	$ 12,585.60	Anita Brunsting	borrowed against inheritance - for college expenses
	Total Anita Brunsting		$ 37,360.33		
4/7/2011			$ 3,000.00	Candy Curtis	property taxes
6/8/2011			$ 2,000.00	Candy Curtis	new bed?
6/15/2011	160 shares exxon Survivors trust	$ 78.66	$ 12,585.60	Candy Curtis	for reserve after mom passed away to keep helping her w/ expenses if trust money was not available

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Date	Gift	Stock price	amount	Person	purpose
8/24/2011			$ 2,000.00	Candy Curtis	expenses
10/26/2011			$ 2,000.00	Candy Curtis	medical bills
11/10/2011			$ 2,000.00	Candy Curtis	travel to see mom
	Total Candy Curtis		$ 23,585.60		
6/15/2011	1325 shares exxon Decedents trust	$ 78.66	$ 104,224.50	Carole Brunsting	to pay off/fix house
	Total Carole Brunsting		$ 104,224.50		
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Ann Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Jack Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Katie Riley UGMA (grandchild)	gift for college exp
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Luke Riley (grandchild)	gift for college exp

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Exhibit 6

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NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, et al	§
	§
v.	§
	§
ANITA KAY BRUNSTING, et al	§

Anita Kay Brunsting 's Response to Candace Louise Curtis' First Written Interrogatories

Anita Kay Brunsting serves her response to Candace Louise Curtis' first written interrogatories.

Respectfully submitted,

/s/ Brad Featherston

Stephen A. Mendel (13930650)
Bradley E. Featherston (24038892)
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Tel: 281-759-3213
Fax: 281-759-3214
stephen@mendellawfirm.com
brad@mendellawfirm.com

Counsel for Anita Kay Brunsting
In Capacities at Issue

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6/5/2015 3:26:56 PM Chris Daniel - District Clerk Harris County Envelope No. 5393422

Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Candace Louis Curtis
218 Landana Street
American Canyon, CA 94503
Tel: 925-759-9020

Pro Se

Bobbie G. Bayless
2931 Ferndale
Houston, Texas 77098
O: 713-522-2224; F: 713-522-2218

Attorney for Drina Brunsting,
Alleged Attorney in Fact for
Carl Brunsting

Darlene Payne Smith
1401 McKinney, 17TH Floor
Houston, Texas 77010
O: 713-752-8640; F: 713-425-7945

Attorney for Carole Ann Brunsting

Neal Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, TX 77079
O: 281-870-1124; F: 281-870-1647

Attorney for Amy Brunsting

via email on June 4, 2015.

/s/ Brad Featherston

Bradley E. Featherston

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Response to Written Interrogatories[1]

Anita Brunsting objects to Candace's interrogatories and request for production made pursuant to "fiduciary obligations." Interrogatories and request for production are exclusive to the Texas Rules of Civil Procedure and are not contemplated by the trust instruments nor any other applicable law. To the extent Candace's interrogatories and request for production are made pursuant to fiduciary obligations under the trust instruments then, pursuant to the trust, the Trustee requires that Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

1. In your exercise of discretion, which of the Founders' ten intended purposes and what aspects of the HEMS standard were factored into your determination to oppose a distribution to beneficiary Candace from her personal asset trust, and upon what set of facts did your determination rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, see Anita's response to Candace's request for distributions that was filed with the Court and which documents speak for themselves.

2. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Carole, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

3. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Candace, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

[1] Candace's Interrogatories were renumbered for the convenience of the parties and the Court.

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RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

4. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Amy, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

5. Which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in not transferring Exxon Stock to Carl, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, presumably the inquiry relates to the time period Nelva Brunsting was alive and Nelva Brunsting did not instruct an Exxon Stock transfer to Carl.

6. What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the distribution standards are as set forth in the trust instruments, which were interpreted as written.

7. What is/was the trustee's process for making discretionary distribution decisions?

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RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the process is as set forth in the trust instruments.

8. What does the trustee require when asked to consider other resources and establish the beneficiary's standard of living?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. The trustee requires what the trust instruments provide.

9. Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, under which provision of what instrument(s)?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the trust instruments speak for themselves.

10. Does the trustee work with distribution advisors? If so, who and when? If not, why not?

RESPONSE: The trustee has not worked with distribution advisors. No distributions have been made since the Nelva's death due to the litigation filed by Candace and Carl.

11. When and how did the acting trustees inform the beneficiaries of their beneficial interests?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, prior to defendant's appointment as trustee, on or about October 23, 2010, Candace was informed of her beneficial interest via email. Shortly after Nelva's death in November 2011, the trustees and their counsel were in the process handling the trust affairs incident to Nelva's death. The trustees and

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their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries.

12. What types of distributions would the trustees like a beneficiary to receive?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

13. For what purposes can the beneficiary request a distribution from the trust?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the beneficiary can request a distribution for the purposes contained in the trust instruments.

14. When would the trustees like distributions to be made and in what priority?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, Subject to, and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

15. What circumstances should or should not exist prior to a distribution from "the trust"?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, with respect to Candace, the Court must resolve Candace's claims and allegations in the pending lawsuit and, in particular, Candace's allegation that the no contest provisions in the trust instruments are unenforceable, prior to a distribution.

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16. Who should be involved in the decision making process?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court and the parties to the litigation should be involved in the decision making process.

17. What factors does the decision-maker measure in determining the beneficiary's need for a distribution?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court would consider the factors set forth in the trusts.

18. Describe the steps you have taken to honor the provisions of Article X, Section B (1)(a)(i) of the Brunsting Family Trust?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. The referenced section was superseded by Nelva and therefore, is inapplicable.

19. Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

RESPONSE: After Nelva's death, defendant began the process of collecting assets, informing trust beneficiaries, and working the attorneys specifically referenced in such section to implement the terms of the trust instruments. The trustees and their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries. Candace then brought litigation.

20. A copy of the 8/25/2010 QBD was included in the October 23, 2010 email attachments. How did you come to be in possession of the 8/25/2010 QBD on October 23, 2010 when Nelva was the only then serving trustee?

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RESPONSE: Nelva provided defendant such instrument.

21. What was your forthright explanation to Nelva regarding the changes that you planned for her to make to the trust and what were the exact changes that you intended to be made?[2]

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and is a compound question. Defendant never planned to make any changes to the trust for Carl. It was defendant's understanding that Nelva planned to make changes to the trust. There was a concern by Nelva, defendant, and defendant's siblings that Carl's future well-being may not be met by Drina, and that Drina may take steps to reach Carl's share of trust assets. Nelva never signed the changes into effect.

22. Where are the documents you referred to that you intended for Nelva to sign?[3]

RESPONSE: To defendant's knowledge they were never signed. Defendant does not know what happened to such documents.

23. What was the date of your prior inquiry and why was the inquiry made more than one year after you were noticed of the existence of those EE Bonds?

RESPONSE: Candace and Carl consistently and repeatedly accused Carol of stealing bonds that were alleged to be in the name of Nelva or Elmer. Defendant did not see a record of the bonds being in the name of the trusts. In late 2014, Carol informed defendant that she could request a record of the outstanding bonds, which was done in mid to late 2014.

24. What claim(s), if any, were you asking to be processed?

RESPONSE: None.

25. Did you subsequently submit the properly completed forms? If no, why not? If yes, what were the results and where are the transaction records?

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[2] This is a question about a March 8, 2011 email from Anita.

[3] This is a question about a March 8, 2011 email from Anita.

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RESPONSE: No, because Candace would not agree to the disposition of the bonds and the legal fees to seek court approval to cash the bonds in light of Candace's failure to agree made the transaction cost prohibitive.

Defendant objects to the balance of the interrogatories as exceeding the limits of permissible discovery under the Texas Rules of Civil Procedure. Defendant further objects to the balance of the interrogatories because Candace has not paid Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary,

(a) The decedent's trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year. Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you been given regarding income taxes paid by the trusts, if any?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) When considering funding for Mother's day-to-day needs prior to the establishment of the Rights of Survivorship account in the name of Carole Brunsting and Nelva Brunsting, what criteria did you use when you liquidated assets in the Edward Jones account? Was avoidance of capital gains tax a factor? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

5. Trustee Manual: The Bates stamped documents included in Plaintiff's document production P6-P155, "MyTrustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

(a) Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

i. Which of the eight "Do's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Which of the eight "Do's" have you not done?

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RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iii. Which of the nine "Do Not's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iv. Which of the nine "Do Not's" have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

6. Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

7. Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

8. Please refer to the RESPONSE OF DEFENDANTS TO REPORT OF MASTER, filed

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August 27, 2013, and answer the following:

Regarding trustee compensation,

(a) At the point in time when you paid your personal credit card debts from trust assets, were you aware that paying personal debt obligations directly out of trust accounts can be considered self-dealing or co-mingling, whether you were entitled to trustee compensation or not? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Appendix A, Section 1. states that Vacek & Freed determined the percentage amount of your fee to be 2% of the trust value of $2,291,300, or $45,826.00. What date was the fee calculation determined? What trust was the value based upon? What trust assets and their corresponding values were used in the calculation? Why was this calculated on an annual basis, rather than monthly or quarterly, since the value of the trust diminished every single month? What provision(s) in the trust set forth the standard for calculating this rate of compensation?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

9. Please refer to George Vie's July 15, 2013 letter to the Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, and the distribution you received in 2005 to pay off your house.

Your letter states that:

"Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses." Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Amy and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

(a) Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of influence addressed to the Special Master.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in

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the Texas Rules of Civil Procedure.

(b) Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) In general the July 15, 2013 letter to the Master attempts to provide excuses for the sudden acceleration of dissipation of mass quantities of trust assets while our Mother was still alive. These take-my-word-for it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity. What was the distribution standard applied to those transactions? What effect did these transactions have on the value of the trust assets, trust tax liabilities, and the personal tax liabilities of the recipients? What were the facts upon which discretion was exercised in each of these transactions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) In your July 15, 2013 letter to the Master you claim "Defendants are individuals, not financial professionals." It is presumed you knew of this fiscal incompetence before accepting the appointment to a fiduciary office. Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(f) In a letter dated May 22, 2012, Edward Jones states "We're contacting you because either your financial advisor recently updated your account information or it has been three years since we last verified your information." It goes on to ask you to "Please review the enclosed pages, which list your account information. If the information is correct, you do not need to return this letter." This information contains the following:

Net Worth (must exclude value of primary residence): $1,700,000

Annual Income: $64,000

Prior Investment Experience: (4) Extensive Experience

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Risk Profile: (3) Moderate

Current Occupation: Homemaker

Did you return the letter? If not, why not? When did you provide this information to Edward Jones originally?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

10. The following questions refer to information contained in the 2011 Form 1040 for Nelva E Brunsting, prepared by Kroese & Kroese P.C., signed by you as fiduciary "Under penalties of perjury".

(a) Line 15a IRA distributions = $58,792 / 15b Taxable amount = $58,792. On February 24, 2010, Mother executed a Change of Beneficiary Designations for IRA Account at Edward Jones, designating the five of us as " beneficiaries in equal shares". A previous List of Beneficiaries under Edward Jones letterhead, dated July 23, 2009, stated the same designation. On May 23, 2011, an electronic transfer was made from the IRA account number 609-91956-1-9, to the B of A account ending in 1143, in the amount of $54,000.

i. Were you aware of Mother's beneficiary designation for her IRA? If yes, why did you fail to follow it? If no, how could you not be?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Did you know this transaction would cause a tax liability for Mother?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Schedule A Medical and Dental expenses are listed as $118,893.

i. Many of the caregiver payments contained reimbursements for meals and incidental expenses purchased on behalf of our Mother. Were these reimbursementsincluded in the caregiver costs? If so, what is the total for these reimbursements? Did the preparer know these reimbursements were included? If so, please provide support of the preparer's knowledge.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. IRS Publication 926 Household Employer's Tax Guide sets forth the rules for employment taxes. You were required to withhold and pay social security and Medicare taxes on the wages. As the employer you can choose to pay this yourself and not withhold it. Did you

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withhold social security and Medicare from the caregivers paychecks? If no, why not? Did you pay 13.3% of gross wages on behalf of the caregivers to the IRS? If no, why not? Did you issue a W-2 to each caregiver? If no, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) Did you seek the advice of a professional in connection with employing caregivers and related employment taxes? Did you seek the advice of a professional regarding what medical and dental expenses are deductible? If so, who did you consult with and what did they tell you?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

11. Numerous distributions have been made and some requests for distribution have been declined or opposed by you based upon your exercise of discretion.

(a) To what extent, if any, did Amy participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) To what extent, if any, did Carole participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) To what extent, if any, did Candace participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) To what extent, if any, did Carl participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) To what extent, if any, did Candace Freed participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

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Exhibit 7

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ACCEPTANCE BY SUCCESSOR TRUSTEE

I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the office and duties of Successor Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST, after the resignation of the original Trustee, NELVA E. BRUNSTING.

Anita Kay Brunsting
ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:36pm p.m., by ANITA KAY BRUNSTING.

Candace L Kunz-Freed
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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NO. 412.249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting	§	IN PROBATE COURT
vs.	§	
ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS	§	NUMBER FOUR (4) OF
	§	HARRIS COUNTY, TEXAS

ORDER GRANTING CARL HENRY BRUNSTING'S MOTION FOR PARTIAL SUMMARY JUDGMENT

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Having considered Carl Henry Brunsting's Motion for Partial Summary Judgment, any response thereto, the summary judgment evidence, and the law, the Court is of the opinion that the Motion should be GRANTED.

It is therefore ORDERED that the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated August 25, 2010 is void as a matter of law.

It is further ORDERED that the following transfers made by Anita Brunsting as trustee were unauthorized as a matter of law and constitute breaches of her fiduciary obligations as trustee:

1. 1120 shares of Exxon Mobil stock transferred to Amy from the Survivor's Trust on May 9, 2011;
2. 160 shares of Exxon Mobil stock Anita transferred to herself from the Survivor's Trust on June 13, 2011;
3. 135 shares of Chevron stock Anita transferred to herself from the Survivor's Trust on June 14, 2011;
4. 135 shares of Chevron stock transferred to Amy's minor daughter, Ann Brunsting, from the Survivor's Trust on June 14, 2011;
5. 135 shares of Chevron stock transferred to Amy's minor son, Jack Brunsting, from the Survivor's Trust on June 14, 2011;
6. 135 shares of Chevron stock transferred to Anita's minor daughter, Katie Riley, from the Survivor's Trust on June 14, 2011;
7. 135 shares of Chevron stock transferred to Anita's son, Luke Riley, from the Survivor's Trust on June 14, 2011;

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8. 160 shares of Exxon Mobil stock transferred to Candy from the Survivor's Trust on June 15, 2011; and

9. 1325 shares of Exxon Mobil stock transferred to Carole from the Decedent's Trust on June 15, 2011.

It is further ORDERED that, pursuant to Tex. Prop. Code §114.031, the parties receiving the transfers identified in the previous paragraph are also liable for the resulting loss to the trusts caused by such transfers, and such loss shall be offset against their remaining interest in the trusts.

It is further ORDERED that all other issues remaining to be determined in the case, including the amount of damages caused by the improper stock transfers, will be the subject of further proceedings and orders.

SIGNED this _____ day of _____, 2015.

_____
JUDGE PRESIDING

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	*	Civil No. H-12-592
	*	
VERSUS	*	Houston, Texas
	*	April 9, 2013
ANITA KAY BRUNSTING, et al	*	9:50 a.m.

TRO HEARING
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

For the Plaintiff:

Ms. Candace Louise Curtis
Pro Se
1215 Ulfinian Way
Martinez, California 94553

For the Defendants:

Mr. George William Vie, III
Mills Shirley LLP
1021 Main Street
Suite 1950
Houston, Texas 77002

Court Reporter:

Fred Warner
Official Court Reporter
515 Rusk Ave.
Houston, Texas 77002

Proceedings recorded by mechanical stenography, produced by computer aided transcription.

THE COURT: Good morning. Please be seated.

All right. This is Cause No. 2012-592, Candace Louise Curtis versus Anita K. Brunsting and others.

So let me have an announcement. Is Ms. Curtis in the courtroom?

MS. CURTIS: Yes, Your Honor.

THE COURT: All right. And who is representing the defendants in the case?

MR. VIE: George Vie, Your Honor, for the defendants.

THE COURT: And I gather we have several parties present, correct?

MR. VIE: Yes, Your Honor.

THE COURT: Are these your clients or --

MR. VIE: Yes, Your Honor. Both the defendants are present.

THE COURT: Both defendants.

And who are the defendants other than -- I just show Anita Kay and Amy Ruth. I am sorry. I apologize. You are representing both?

MR. VIE: Yes, Your Honor.

THE COURT: Okay. Very good.

This is Ms. Curtis' application for a temporary restraining order. As you might recall, this case was initially dismissed by the Court with the understanding that,

or under the understanding that it could not proceed in federal court but must proceed in state court.

The circuit court disagreed with me, and it's back; and now we are charged to proceed forward in this case.

So what I would like to do is, first of all, have Ms. Curtis stand and give me a kind of a factual setting background for what it is that she is seeking, then tell me what she is seeking and see what testimony, if any, we need in order to accomplish that.

So why don't you go ahead take the floor, Ms. Curtis, and tell us how this got started and where we are today.

MS. CURTIS: This got started by my parents, Elmer and Nelva Brunsting, putting together a Brunsting family living trust in 1996 dividing their estate among the five children beneficiaries.

THE COURT: And I see there are the only three children represented. Are there other children that are not included?

MS. CURTIS: Yes, sir. My sister Carole and my brother Carl.

THE COURT: Okay. C-a-r-o-l?

MS. CURTIS: C-a-r-o-l-e and Carl, C-a-r-l.

THE COURT: Well, that C went a long way.

MS. CURTIS: C, C, C and then A, A.

THE COURT: Went a long way in the family, didn't it?

MS. CURTIS: Yes.

THE COURT: Go ahead please.

MS. CURTIS: So, my father passed away in 2009 in April and --

THE COURT: And would you tell us his name for the record.

MS. CURTIS: Elmer H. Brunsting.

THE COURT: All right.

MS. CURTIS: And in July of 2010 my brother Carl became stricken with encephalitis. And it's a very serious disease. He was in the hospital for several months, part of that time in a coma. And my brother was originally appointed the executor of my parent's estate.

THE COURT: Your brother would be Carl?

MS. CURTIS: Carl. And also a successor/co-trustee of the Brunsting Family Living Trust and any resulting trusts.

In approximately 2007, my mother sent an e-mail to me and asked me if I would mind becoming co-trustee with my brother Carl because my sister Amy was unstable; and she was wondering if I would mind coming to Houston whenever necessary to take care of these things. And I agreed. And that was the last I heard of it.

Since that time I have received a document, which is the last, first and only amendment that my father and mother both signed to the family living trust appointing Carl and Candace as successor/co-trustees.

THE COURT: Okay. So as it stands now, it is Carl and Candace who would be the co-trustees of the trust?

MS. CURTIS: Yes, Your Honor, yes.

And after my brother became ill, my youngest sister Anita took the opportunity to begin seize control of the trust. She immediately, within three weeks after he became ill --

THE COURT: When did this happen?

MS. CURTIS: In July of 2010.

THE COURT: 2010. He became apparently incapacitated or unable to?

MS. CURTIS: Yes. He was in a coma for several weeks.

THE COURT: Is he still in a coma?

MS. CURTIS: No. He's back at home and doing very well.

THE COURT: Okay. Very good. Go ahead.

MS. CURTIS: And has been.

THE COURT: I will be asking questions of him.

MS. CURTIS: And so, because of things that are just simply judgmental and ugly, my sister began to try to wrest

control of the trust so that my brother could not have anything whatsoever to do with it. She took his name off the safe deposit box which, according to my father's handwritten letter from 1999, contained all of the information about the family trust, and then some papers were caused to be drawn up. One was a qualified beneficiary designation.

THE COURT: I'm sorry. Was a what?

MS. CURTIS: A qualified beneficiary designation.

THE COURT: All right.

MS. CURTIS: And several other papers were drawn up on August 25th, 2010.

There was no notice given to any of the beneficiaries about this qualified beneficiary designation that was to be prepared and signed. And the only way that I found out about it was to ask my sister Anita for copies of trust documents for me to review for a phone conference that had been called by the trust attorneys that was supposed to include my mother and all of her children. My brother Carl was never notified of this phone conference.

THE COURT: Was he at the time still in a coma or incapacitated?

MS. CURTIS: No, sir. He was not in a coma, but he was still in the hospital.

THE COURT: Okay.

MS. CURTIS: And my mother also was not in on the

phone call.

So we had the conference call, and they were definitely absent; and the conference call apparently was called to discuss proposed changes to the trust, when in fact the changes had already been made; and as it boiled down to the end and various parties hung up, they were going to try to have my mother declared incompetent because she said that she did not sign the qualified beneficiary designation and that in fact what the qualified beneficiary designation said was not true.

THE COURT: Let me ask you a question before we go forward. What was the purpose -- what did the beneficiaries receive and how were funds, as you understand it, disbursed from the trust prior to this August 25th 2010. How was the trust to be administered?

MS. CURTIS: The trust was to be divided into five personal asset trusts; and I believe that each personal asset trust would have a trustee, but I do not think it was the beneficiary.

THE COURT: Was that to recognize the five children?

MS. CURTIS: Yes.

THE COURT: How was your mother to benefit from this? Was she to get some proceeds out of the funds?

MS. CURTIS: My mother was to benefit from all of the trusts until she passed way.

THE COURT: Okay. And then these five trusts would --

MS. CURTIS: Whatever was remaining would be divided five equal ways.

THE COURT: Surely.

And then your mother died when?

MS. CURTIS: 11-11-11.

THE COURT: Oh, is that right?

And at that time your father was already deceased?

MS. CURTIS: Yes, Your Honor.

THE COURT: So this telephone conference occurred sometime in August of 2010, just about 14 months prior to her death?

MS. CURTIS: It was in October --

THE COURT: October.

MS. CURTIS: -- of 2010.

THE COURT: About 12 months then, 12 or 13 months prior to her death.

And so go ahead and pick up there.

MS. CURTIS: So, anyway, after the phone conference there was really nothing I could do about anything as far as I could tell; and so, things were relatively quiet until in approximately March of 2011 my sister Anita called and said, "oh, we found some Exxon stock that wasn't in the trust; and

so, some of it will be gifted, and then the rest of it, the trust attorneys are going to figure out how to get it into the trust."

And so I received 160 shares of that stock. And I was in conversation with sister Carole and was told that she had received some, but she didn't know how much it was because she hasn't opened the envelope.

THE COURT: Was it your understanding that the 160 shares that you received would have been your one-fifth share? Is that the way it was to be --

MS. CURTIS: That's kind of the way I thought about it. Not necessarily my one-fifth share, but that each of us should receive a like amount.

THE COURT: Sure.

All right. Go ahead.

MS. CURTIS: Unbeknownst to me, my sister Carole received 1,300 plus shares and my sister Amy received over 1,000 shares.

I received 160, Anita received 160; but Anita, as power of attorney beneficiary and trustee, having taken over from my mother in December of 2010, was conflicted and not allowed to accept gifts. So she excused it many months after the fact as being a loan, but she's also not allowed to take loans from --

THE COURT: So was she the person doing the

disbursing of these shares?

MS. CURTIS: Yes, Your Honor, she was.

THE COURT: And she disbursed them in the manner, as you understand it, the way you just described it, giving a couple thousand shares to two of your sisters together?

MS. CURTIS: Uh-huh.

THE COURT: I said "together" meaning added together, and then 160 to you. And what happened, if anything, to do with Carl's share?

MS. CURTIS: He got nothing.

THE COURT: All right. Okay. Go ahead.

MS. CURTIS: So my brother has filed a lawsuit in --

THE COURT: Probate court?

MS. CURTIS: -- state court and also in probate. It's not a lawsuit, but he has filed from probate as defendant executor. And he has gotten pages and pages and pages of information from my sisters in another lawsuit that it was a pre-suit request for depositions to get information in case they were going to file suit.

And they got pages and pages and boxes of information that was not shared with me until March 28th just recently, and this paper here was in some of the documents that they shared with me.

THE COURT: What is the title of it?

MS. CURTIS: This is a computer share. It's a.

Transfer form. And this is page two of three pages of the transfer form.

THE COURT: Transfer form relating to?

MS. CURTIS: The Exxon/Mobil stock.

THE COURT: Okay.

MS. CURTIS: And so, at the top of the page my sister Anita's 160 shares, and the bottom of the page is my 160 shares.

There is two signatures at the bottom of the page. One is on a W-9 portion, and the other is on, my understanding that the money would be reinvested in the account. These signatures are not my signatures; they're forgeries.

THE COURT: Uh-huh.

MS. CURTIS: I would not have seen these if I had not had this shared with me by my brother.

THE COURT: And you didn't authorize anyone to make those signatures for you?

MS. CURTIS: No, I did not. And I have filed a Securities & Exchange Commission complaint as of last week about this.

THE COURT: All right.

MS. CURTIS: And I have not heard anything from them since that time.

I also have two different --

THE COURT: Well, let me ask you before you go further. What did you understand to be the access in the trust or the total trust as opposed to the individual five trusts, let's say? What did you understand the gross assets to be? Is that what you set forth in your petition as being the assets.

In 2010, you show -- I don't know if you have your petition there with you, but you showed in 2010 there was Chevron/Texaco, Exxon/Mobil, Edward Jones and a total of $554,000 more or less in the -- I gather is this in the decedent's account.

MS. CURTIS: Actually, this is my Request For Injunction.

THE COURT: Yes, page 3.

MS. CURTIS: Those are just the net changes.

THE COURT: These are what you're calling losses then?

MS. CURTIS: Yes.

THE COURT: So what is the total of the estate? How many? Several million dollars?

MS. CURTIS: The farm itself is close to $3 million, and everything else when my father passed away was about a million-and-a-half.

THE COURT: So, it's increased in value to about --

MS. CURTIS: By virtue of the farm.

THE COURT: F-a-r-m, farm?
MS. CURTIS: Yes, family farm in Iowa.
THE COURT: That was sold?
MS. CURTIS: No, it was not.
THE COURT: What's on the farm that's increasing these prices? What are they harvesting?
MS. CURTIS: Corn and soybean.
THE COURT: Is that for profit or just simply --
MS. CURTIS: To my understanding we have a lease with the farmer.
THE COURT: Okay. And so lease itself pays a certain amount of money annually or however.
MS. CURTIS: Yes.
THE COURT: Those assets or that money goes into the estate?
MS. CURTIS: I believe so.
THE COURT: And that accounts for some of the increase, as you understand them?
MS. CURTIS: Yes.
THE COURT: All right. So at this point in time, "this point in time" being 2012, there has been a total of 338 or 339,000 in assets removed from the estate, and there is still approximately, as far as you know, three-plus million dollars in the estate?
MS. CURTIS: Yes, Your Honor.

THE COURT: Now, I want to try to close this out just a little bit by asking you: After you received these documents, I gather -- and when you weren't receiving them, obviously, because I recall you filed a suit, and one of the issues was getting your hands on these documents, and you were not able to get those documents until recently, as I understand it?

MS. CURTIS: The first time I received any information was in April of 2012, yes.

THE COURT: Okay.

And since you received those documents, has the fact that you received those documents confirmed what you believe to be improper practices on the part of your, I gather, on the part of your sister Anita?

MS. CURTIS: Yes, Your Honor.

THE COURT: Is she handling this alone?

MS. CURTIS: To my knowledge she is.

THE COURT: All right. So it's between her and however her lawyers are handling this that you are concerned about?

MS. CURTIS: I assume.

THE COURT: And your brother has a ongoing suit presently ongoing?

MS. CURTIS: Yes, Your Honor.

THE COURT: And what is the status as you understand

of that suit, as to how long has it been pending and what is status of that suit?

MS. CURTIS: I'm not exactly sure of the dates of how long it's been pending. I think since sometime in February of 2013.

THE COURT: Okay. So several months, but not very long.

MS. CURTIS: Right.

THE COURT: And is he able to get up and about?

MS. CURTIS: Yes.

THE COURT: Where is he now?

MS. CURTIS: At home, I would assume.

THE COURT: And have you communicated with him regarding what his approach is?

MS. CURTIS: Yes, Your Honor. I have.

THE COURT: And, of course, you have not joined his lawsuit?

MS. CURTIS: No, I have not.

THE COURT: And he has not joined in your lawsuit?

MS. CURTIS: No, he has not.

THE COURT: Does he have an attorney?

MS. CURTIS: Yes, Your Honor, he has.

THE COURT: Okay. I gather you now know that some state court, some county court or probate court, someone did something, I gather, to give Anita some authority that you

did not know she had. Is that what you have come to the knowledge of?

MS. CURTIS: I have come into the knowledge that the purported successor/co-trustees are in fact imposters because the documents that made them successor/co-trustees have digital alterations on them; they have anomalies on the signature pages. I have two different signature pages for the qualified beneficiary designation that were sent to me on two different occasions.

THE COURT: Now, whose signatures would be necessary from your perspective to permit her to go forward? This qualified beneficiary designee, this was supposed to be Anita now?

MS. CURTIS: It was supposed to divide the estate into five different personal asset trusts. Carole, Amy and Anita were going to be trustees.

THE COURT: This was a part of you-all's discussion on the telephone conference as to how this was supposed to work?

MS. CURTIS: Well, I wanted to know how it would put into place in the first place because I never received any notice that this was being contemplated.

THE COURT: Okay.

MS. CURTIS: And come to find out months after the papers were allegedly signed by my mother, my personal asset

trust and my brother Carl's were put under the control of Amy and Anita.

THE COURT: On what authority or what basis.

MS. CURTIS: I don't know. I don't know.

THE COURT: Okay.

And what happens then or what is happening to those assets?

MS. CURTIS: They're spending them.

THE COURT: Okay. She, Anita, has authority and can spend those proceeds --

MS. CURTIS: Yes, Your Honor.

THE COURT: -- based upon what? Is she considering herself the qualified beneficiary designee or something?

MS. CURTIS: She is considering herself a successor/co-trustee.

THE COURT: Successor/co-trustee.

MS. CURTIS: In place of my mother. She did most of the theft while my mother was still alive when she was acting with my mothers power of attorney. My mother supposedly resigned as trustee on December 21st, 2010, and my sister accepted successor/trustee. And my sister's also a beneficiary, so she's got a conflict of interest there.

THE COURT: So since 2010 you are not aware of, I gather you're saying you're not aware of the division of the estate at least designating your portion as being your full

one-fifth of the estate?

MS. CURTIS: I have never received a notice.

THE COURT: You are not aware that that has been done. In other words, you don't know that that has been done?

MS. CURTIS: No, I do not.

THE COURT: And you're not in charge of that, those assets?

MS. CURTIS: That's correct.

THE COURT: And so here's my question: What is it that you're seeking by this lawsuit?

MS. CURTIS: I am seeking that my sister and those who have received unfair distributions to return the money.

THE COURT: Okay.

MS. CURTIS: I would like them to pay back all of the interest that was lost on the securities that were cashed in during that 15 months and spent, diverted to other things.

THE COURT: All right.

MS. CURTIS: And I would like it to be divided five ways and for the five beneficiaries to go their separate ways.

THE COURT: And what have you been told, if anything, even today, if anything, that has prevented this from happening?

MS. CURTIS: I have been told nothing.

THE COURT: And you've talked with their counsel, have you not?

MS. CURTIS: Yes, I have.

THE COURT: And did you ask him about these questions or did you put these questions to him?

MS. CURTIS: No, I did not.

THE COURT: What were you asking? What was the nature of what you all were trying to accomplish as far as this injunction is concerned?

MS. CURTIS: We were trying to come up with a reason why we would not go forward with the injunction hearing. And I had five or six other alternative ways of resolving this. And he left the room to speak to his clients, and they would not agree to them.

THE COURT: What are you seeking now? What are those ways that you are seeking, and what is it that you want to happen here today?

MS. CURTIS: I wanted to have an independent trustee appointed.

THE COURT: All right. And that was refused.

Okay. What else?

MS. CURTIS: I wanted to know who, if any, special co-trustee was appointed as per this qualified beneficiary designation.

THE COURT: I'm sorry. Say that again.

MS. CURTIS: There was provision in the qualified beneficiary designation for a special co-trustee or a trust protector; and so, I suggested that maybe the trust protector take it over as the trustee.

THE COURT: All right. Okay.

MS. CURTIS: And the other reason was just similar to that. The Court could appoint an independent trustee who the defendants would have to obtain approval for any of their actions.

The Court could enjoin the trustees from acting without approval of the Court or express written approval from all five beneficiaries.

The Court could enjoin trustee from acting unless and until they can show they're in possession of authentic documents by submitting the documents purportedly signed on August 25, 2010 and December 21st, 2010 for a forensic analysis because the copies that we have have all been digitally altered and the signatures are fake.

THE COURT: Okay.

MS. CURTIS: I also asked originally if I could please know the identification and contact information for the trust protector, and I was told that the provisions for the trust protector were at section such and such in the qualified beneficiary designation, but I didn't get a straight answer.

THE COURT: So there is a document called "qualified beneficiary designation"?

MS. CURTIS: Yes, Your Honor.

THE COURT: And you do or do not have a copy of that?

MS. CURTIS: I do have a copy of it but not with me.

THE COURT: And you have been told that in -- when were you told this, today? When were you told where this provision about the special protector or co-trustee protector was located?

MS. CURTIS: In early 2012.

THE COURT: And you were told where to find it?

MS. CURTIS: I was told where to find the provisions, but I asked for the identity.

THE COURT: Okay. The identity of that person has not been given to you?

MS. CURTIS: That is correct, or if there even is.

THE COURT: If there is such a person.

All right. So that's what you're seeking in terms of your request for benefit -- for the injunction today; is that correct?

MS. CURTIS: Yes, Your Honor. I'm seeking that we stop the bleeding until we can get to the bottom of it.

THE COURT: Have you received any funds from the trust since 2010? I'm talking about since the death of your

mother.

MS. CURTIS: No, Your Honor. I have not.

THE COURT: You have made it known to -- have you communicated with your sister -- that's Anita, I believe -- about that?

MS. CURTIS: I am not allowed to speak to Anita --

THE COURT: Why not?

MS. CURTIS: Except through her attorneys.

THE COURT: Well, that's untrue. That's your sister.

MS. CURTIS: Well, that's the way I feel about it, but I'm told I'm not allowed to speak to them, and they won't talk to me.

THE COURT: Who told you this? Who told you this, that you can't contact her?

MS. CURTIS: I inferred that from --

THE COURT: Did she tell you that, is what I am asking?

MS. CURTIS: No. She didn't tell me that because she hasn't spoken to me.

THE COURT: Well, have you tried to speak to her?

MS. CURTIS: Yes, Your Honor, I have.

THE COURT: What happens when you try to speak to her?

MS. CURTIS: I call. She doesn't answer. I leave a

voice mail, she doesn't call me back.

The same thing happened with my other sister Amy. I called and left a voice mail. She did not return my call. This was more than a year ago.

THE COURT: So they refuse to speak to you about this is what you are saying?

MS. CURTIS: Yes, Your Honor.

THE COURT: Go ahead and have a seat. Thank you.

Counsel.

MR. VIE: Yes, Your Honor.

THE COURT: Why can't you come to some accommodation?

MR. VIE: Here's the situation. I just want to give you a little bit of background so that you understand in terms of the exhibits I put before you.

THE COURT: I don't have any exhibits yet. Well, some paper put up here.

Oh, the list. I see.

MR. VIEW: Yes, sir.

THE COURT: I haven't read these.

MR. VIE: Just to provide some assistance in answering your question, Your Honor. Exhibit 1 is a 60-or-so page document. That is the family trust document.

THE COURT: All right.

MR. VIE: And on page 1 of the document it says that

her father and mother had created a trust, it's an irrevocable trustee, and that the initial trustee shall be Anita Kay. So, Anita is the trustee under this document.

Because you heard a lot about this qualified beneficiary designation.

THE COURT: No. I heard about the co-trustees.

MR. VIE: So I wanted the Court to understand that this document --

THE COURT: Let me ask so we don't go down a rabbit trail. Was there a point in time when Carl was the co-trustee?

MR. VIE: I'm sorry?

THE COURT: Was there a time when Carl, the brother, was the co-trustee?

MR. VIE: I don't know if that -- I don't know with respect to this document if that's correct or not.

I understand that at one point there was a communication from the mother where she considered other family members serving in her role. But the documents that I have given you, the second exhibit that I have given you is where with respect to the mother's living trust while she was alive, she decided to have Anita appointed as her successor trustee instead, and then they created this certificate of trust.

THE COURT: That would have been relative to the

entirety of the irrevocable trust or was it simply her portion of the assets?

MR. VIE: It was with respect to the living trust that was created when she --

THE COURT: No, no, no. Here's what I am saying. The father is now deceased.

MR. VIE: Yes.

THE COURT: His wife entered into a irrevocable trust, and either he leaves all of you that in the trust to her benefit or his share goes into some other, goes into a trust for the children at that point.

So what happened?

MR. VIE: The father and mother created the irrevocable trust, which I have identified as Exhibit 1.

THE COURT: Okay.

MR. VIE: When the father died, his assets went into this living trust where their mother had assets to the living -- there was a sub trust created, a successor trust and a decedent's trust. The mother had that.

THE COURT: So she has all of the assets at that point?

MR. VIE: Yes. And the mother was able to make gifts and did make gifts to a number of the family members. So when the plaintiff was referencing the $13,000 gift that she received and the others, these were gifts that her mother

while alive had directed. And my client Anita, as the successor trustee under this appointment, Exhibit 2, would make those transactions occur. But these were gifts from the mother.

And then the mother dies, and this irrevocable trust --

THE COURT: And did the mother die, according to what Ms. Curtis is saying, in December more or less, I guess?

MR. VIE: November of 2010, Your Honor.

THE COURT: November of 2010, okay.

MS. CURTIS: 2011.

THE COURT: 2011.

MR. VIE: 11-11-2011.

THE COURT: Right.

MR. VIE: After that point, then Anita as trustee prepares a schedule of the estate, the context of the mother, and that money was going into the family trust; and that's one of the exhibits that she's attached.

THE COURT: Well, wait a minute. What money is going into the family trust? Because now this trust, the trust that exists that is handling all this is the mother's living trust, right?

MR. VIE: No, Your Honor. When she died, the living trust no longer exists.

THE COURT: Oh, obviously.

But before that, all of the assets were going into the living trust for the mother.

MR. VIE: Right.

THE COURT: And now the mother dies in November of 2011, and then what happens?

MR. VIE: Then we have the family trust, and there is created again a sub trust of a survivor's trust and the decedent's trust.

THE COURT: And the family trust now reverts back to the irrevocable trust?

MR. VIE: Yes, Your Honor.

THE COURT: And in the irrevocable trust or in that trust there is a provision that says how those, how that trust is to be divided into five distinct trusts for the children?

MR. VIE: My understanding is that there is a document under this complicated plan by which each of the individual beneficiaries, the five children, the four daughters and the son, they would have these asset trusts. Those trusts have not been created.

THE COURT: Well, I am asking whether or not as a part of the -- as to your understanding, you have read it, is that a part of what the family trust required as far as you know? You said there's a document like it's some separate thing.

MR. VIE: Well, there's a -- I understand, Your Honor.

It's a rather long document. I understand and agree we are that the conclusion of this trust now at this point is to divide the assets to the five beneficiaries, and then each of their assets go into these asset trusts.

THE COURT: Separate and distinct from each other and for the benefit of each of the designated beneficiaries.

MR. VIE: Yes.

And as the plaintiff suggested, I believe the situation is that her trust, for example, she is not a trustee. One of her siblings is the trustee.

THE COURT: Even after it's divided off and given to her?

MR. VIE: Yes. And in these asset trusts, other members --

THE COURT: So someone who has a trust, like Anita herself, would have her own separate and distinct assets?

MR. VIE: Yes, sir.

THE COURT: And she'd be in charge of her own assets?

MR. VIE: No, no. There would be -- somebody else would be the trustee.

THE COURT: Of all of these five trusts?

MR. VIE: Yes -- no, of each.

THE COURT: Who is "someone else?" I mean --

MR. VIE: Well, for example, Carl's could be Anita and Amy's could be Carole.

THE COURT: But the documents say how this happened, though.

MR. VIE: These trusts have not been created yet. There has been no distribution.

THE COURT: I understand that. You are telling me that, but I am trying to find out whether or not the creation of these trusts require these beneficiaries to have someone else in charge of their money.

MR. VIE: That is my understanding. And she can correct me if I am wrong, and my clients can correct me as the trustees if I'm wrong.

THE COURT: So Anita -- somebody would be in charge of Anita's?

MR. VIE: Yes. That's right.

THE COURT: And then somebody else would be -- and Anita would be in charge of somebody else's?

MR. VIE: That's my understanding.

THE COURT: And these kids -- and they're not kids anymore, but these five siblings would be at each other's throats for the rest of their lives because --

MR. VIE: No. They'd each have their own --

THE COURT: Well, no. They got them, but they're

not in charge of it, is what I understand.

MR. VIE: All right.

THE COURT: That's what I am trying to say. In other words, I'd have to call my sister to get my money.

MR. VIE: What I know about the asset revocable -- the asset trust is they have not been created yet.

As the Court heard, there are two lawsuits. There is this lawsuit and there is her brother's lawsuit. We are not parties to her brother's lawsuit. Her brother's lawsuit is brought in his capacity as the executor of his father's and mother's estates. It's in Harris County District Court. We're not parties to it.

THE COURT: Well that would be either the product of a will being probated --

MR. VIE: Yes, sir.

THE COURT: -- or it would be the product of an intestate proceeding. Which is it?

MR. VIE: The will has been probated.

THE COURT: So there is a will probate separate and apart from the trust?

MR. VIE: Yes, Your Honor.

THE COURT: And how does that overlay on the trust since all of the assets are in the trust?

MR. VIE: Well, I don't know that it overlays; but what I am trying to suggest to the Court is: One, since the

mother died, there has been no distributions to anyone, not --

THE COURT: I get that. I am trying to figure out --

MR. VIE: Since you haven't seen the distribution, I wanted the Court to understand that no one has.

THE COURT: But somebody got some money out of it or there has been a loss in value to the trust itself.

MR. VIE: She says that the stock that was invested with the brokerage houses may have lost money, is one of the things that she suggested in her motion.

THE COURT: Right.

MR. VIE: My point was to suggest that there has been no distributions since the mother died from the trust that Anita is the trustee for to anyone.

THE COURT: And you said the one that Anita is in charge of. What is Anita in charge of?

MR. VIE: Exhibit 1.

THE COURT: Okay. The entirety?

MR. VIE: Yes, sir.

THE COURT: That's what I am trying to get to.

MR. VIE: Yes.

THE COURT: Okay.

MR. VIE: And it's unlikely there will be any distributions until both this suit is resolved and her

brother's suit that he brought.

THE COURT: Well, this suit might resolve it. That's not their concern.

But what I am trying to find out is whether or not in the -- the question I was trying to get back was in the Carl's suit, I guess in probate court, whether or not that suit, which did not come up in the responses in the way that I understood it, whether or not that suit that impact whether or not this Court should be proceeding with this trust.

MR. VIE: No, Your Honor.

THE COURT: So it's separate and apart since the probate's completed.

MR. VIE: The probate has been filed. The suit is brought by him in his capacity as executor.

THE COURT: Is he without bond and independent?

MS. CURTIS: Yes.

MR. VIE: He's an independent executor. He is bringing the suit against the attorneys.

THE COURT: So he doesn't need to do anything else other than file it and do this accounting and all of that and then do whatever the will tells him to do.

MR. VIE: The litigation that he has brought is against the attorneys that created these trusts.

THE COURT: That's not even -- that's separate and

distinct from this lawsuit.

MR. VIE: Okay.

THE COURT: And it's separate and distinct from the estates because that's a malpractice lawsuit.

MR. VIE: Yes, sir.

THE COURT: Okay. So I am not concerned about that at all.

I was trying to make sure when he brought his suit, he was not simply arguing that somehow Anita had finagled her way into this position and she had squandered certain assets and then we've got these parallel lawsuits.

MR. VIE: I understand, Your Honor. And that was my point as well was to let you know that we are not parties to that litigation, it's not a claim in that litigation as the claims are --

THE COURT: And neither is the plaintiff here a party to that litigation.

MR. VIE: That is correct, Your Honor.

THE COURT: Okay.

So, the only suit that's pending dealing with the assets of these parent's estate is this lawsuit.

MR. VIE: Yes, Your Honor.

THE COURT: All right.

So what the plaintiff is saying on page 3 of her petition having to do with the December dates of 10, 12

and so on and what she considered to be "losses of the estate" are losses that I gather are decreases in assets that would be attributable to movement in the market.

MR. VIE: That is the specific. And, Your Honor, you are referring to the complaint or to the motion that has been filed for temporary relief?

THE COURT: I'm looking at the motion right now. That should be Instrument No. 35.

MR. VIE: Yes. With respect to that, there is an argument being made there that there has been a loss and it is the result of the investment of the securities.

THE COURT: You made a comment earlier that until the other lawsuit and this lawsuit is resolved. That lawsuit has nothing at all to do with the resolution of this estate.

MR. VIE: Well, I --

THE COURT: I'm telling you that.

MR. VIE: Okay.

THE COURT: There is nothing that should -- there is nothing going on in Carl's suit that prevents these parties from following what they have been instructed to follow in the trust document.

MR. VIE: Okay. I understand if that's the Court's direction.

THE COURT: Is there something that I am missing?

MR. VIE: Not that I am aware of, Your Honor.

THE COURT: That's a malpractice suit. And they get some money out of it, either he gets it or maybe he distributes it among his brothers and sisters, but it doesn't have anything to do with the distribution of this estate.

MR. VIE: My understanding -- the reason that I understood the case to be differently is that I understood that the purpose of the litigation that he had brought in state court was claiming that the attorneys who created these trusts had done so improperly so that we were in a situation in which we are here before this Court, and the Court is suggesting we should wind this thing up and distribute to all the beneficiaries.

THE COURT: It's going to be wound up. It's going to be wound up in this court.

Here's what I'm suggesting. I am suggesting that this will not become a feast and famine, feast for the lawyers and famine for the beneficiaries in this Court where we are sitting around churning the time out and the parties are charging out of that lawsuit, defense of that lawsuit, which you are not doing, apparently, unless -- are you the lawyer that created the trust?

MR. VIE: No, Your Honor.

THE COURT: So that's a separate law firm.

MR. VIE: Yes, Your Honor.

THE COURT: Yeah. So there is no reason for you to

be or your firm to be involved in the expenditure of that, of monies out of that lawsuit.

MR. VIE: And we aren't, Your Honor.

THE COURT: And there is no reason for Ms. Curtis to be concerned about spending money out of her assets for that lawsuit.

MR. VIE: Understand.

THE COURT: So, you can distribute what you got whether you get some more or not. It doesn't require -- this is not a probate where you got to gather everything together because everything is together.

MR. VIE: Okay.

THE COURT: The entire estate is together.

MR. VIE: Yes, Your Honor.

THE COURT: And if there is a lawsuit, and it's questionable whether or not Curtis has a lawsuit or not because he wasn't the creator and the payor for that creation of that trust.

So, the point I am making is, obviously he had no contractual relationship with the firm, and it's going to be seriously flawed -- seriously difficult for him to sue for malpractice when he wasn't -- when there is no attorney/client relationship.

MR. VIE: Understood, Your Honor.

THE COURT: So, the point I'm getting to here is

under this trust that is situated here, what my plaintiff, Ms. Curtis, I believe is saying is that she is, these assets are not being distributed, and she's of the opinion that there is something untoward going on, whether that's true or not.

MR. VIE: Yes, Your Honor.

THE COURT: And that there is no reason why she should be standing out in the field trying to get information about this trust and the distribution of these assets when she is equally entitled to any and all information just like Anita or anybody else.

MR. VIE: I understand that.

THE COURT: So, what is it then that prevents these parties from right now settling this suit?

MR. VIE: From settling it?

THE COURT: Yes. All they got to do is distribute the assets.

MR. VIE: Two things, Your Honor. And it's just my observation, because obviously the Court does not have to agree with me.

THE COURT: Sure.

MR. VIE: I provided the underlying documents that support the schedule that the plaintiff has attached to this motion for temporary relief. I have given her yesterday, in response to her request for production, some 5,000 pages.

She has told me that she wants to examine those, all of those underlying documents, stock transfers, checks and everything else.

You have heard from the plaintiff that she believes this very instrument is false.

THE COURT: "This very instrument" meaning the family trust?

MR. VIE: Family trust. That it's a forgery or that documents have been forged.

And I have offered, in response to the request for production, to make the originals, which I understand the trust attorney, those attorneys in the other lawsuit, to make those available for inspection and copying so that she can see them and satisfy herself that the underlying trust is in fact a legal and appropriate trust.

THE COURT: Okay.

MR. VIE: So that was one of the --

THE COURT: And that the signatures have not been forged or at least they're original signatures.

MR. VIE: Yes. In other words, one problem of trying to settle the disposition of the trust today is that the plaintiff disputes the accuracy of the accounting and the accuracy and legitimacy of the trust.

THE COURT: Right.

MR. VIE: And so, that was one issue.

The second issue, respectfully, is that I understood that given that the Harris County litigation contested the accuracy and validity of the trust, that again there was a risk of inconsistent positions if we were to treat the trust as valid and fund this while they litigated over in Harris County.

THE COURT: They don't have jurisdiction over there. I do. That's what the circuit court has told me. And that's the part that you said I might disagree; and you're right, I do.

I would not sit here and wait on somebody Harris County to figure out whether or not they have jurisdiction over an issue, which they do, but they don't have jurisdiction of the assets.

MR. VIE: I wasn't thinking as much of the jurisdiction, Your Honor, as I was thinking of the risk of inconsistent judgments. In other words --

THE COURT: Not if I get it resolved, there won't be any inconsistent to resolve.

If they get it resolved, then it probably won't be inconsistent because I'm obligated and then obliged to follow at least theoretically the findings of any court of competent jurisdiction.

MR. VIE: Yes, Your Honor.

And the third issue, which I don't think would

give the Court pause but is something I thought of, is the fact that all the beneficiaries are not parties to this litigation.

THE COURT: That won't bother me at all because I do have authority and jurisdiction over the person who you tell me has the duty and the responsibility to act.

MR. VIEW: So those are my --

THE COURT: That's it.

So, I want this resolved within 90 days. And if I have to appoint a trustee or somebody to handle this and get it done, I'll do it. It will cost the estate. And if I find that there has been mischief, it is going to cost individuals. And that will be a separate and distinct hearing.

So what I am telling the parties, and I am saying to you and to all those who have ears to hear, that this matter is going to get resolved. It's not going to turn into one of these long, drawn-out episodes like the ones we see on TV that go on for years where lawyers make money and people walk away broke.

MR. VIE: Yes, Your Honor.

THE COURT: Who is doing the accounting in this process? Has anybody put their arms around the assets and made any accounting at all?

MR. VIE: There is a CPA in Iowa that prepares the

tax returns each and every year for the estate, and we are getting --

THE COURT: How they get in Iowa? Is that where the family was from originally?

MR. VIE: The parents, yes, Your Honor. And the farm, as you heard, is in Iowa.

THE COURT: Okay.

MR. VIEW: And so, there is a CPA who has been involved throughout this period and files the trust income tax returns, and he is available.

MS. CURTIS: I object to that.

THE COURT: Hold on.

Go ahead.

MR. VIE: I think I have answered the Court's question.

THE COURT: Yes.

MR. VIEW: And would have the most, would have the best familiarity beyond --

THE COURT: How much money does he generally charge for his annual -- I guess he does his annual filings of reports. Is this something that's pretty cursory or --

MR. VIEW: I'm sorry. And there is a distinction. The documents that are attached as the schedule in that accounting that are attached to the motion that has been filed for injunctive relief, temporary schedules.

THE COURT: Those were prepared?

MR. VIE: By the defendant, by Anita in her capacity as trustee.

THE COURT: Okay.

MR. VIEW: I was responding to the Court's question in terms of who's the best person that could get their hands around it and that type of thing.

The CPA in Iowa obviously has to know all of the information available to the trust so that he can file the tax returns. He also pays and makes sure that the profits --

THE COURT: Then that might not be a good thing for me because I don't have jurisdiction over him.

MR. VIE: Okay.

THE COURT: But what I wanted to know was whether or not there was a person here locally, since I believe the defendants are here locally. They don't have a local CPA who is in charge of the estate.

MR. VIE: That's correct, Your Honor.

THE COURT: That would be Anita herself.

And then as far as the tax returns and all that annually which goes on, whether you got money or not, that would be done by the accountant in --

MR. VIE: Sioux City, Iowa.

THE COURT: Yeah, in Iowa.

And excuse me. What were you about to say? You disagree with what, Ms. Curtis?

MS. CURTIS: I disagree with allowing Rick Rickers, who is --

THE COURT: Is that the attorney?

MS. CURTIS: -- our cousin. He's the accountant in Iowa.

THE COURT: He's your cousin?

MS. CURTIS: He's our cousin.

THE COURT: Okay.

MS. CURTIS: He is also apparently the manager of the farm, and he began to file the tax returns --

THE COURT: I've already said probably enough to give you some pause, to allay those concerns. But these are other reasons why he should not be doing accounting. He has a conflict of interest.

MS. CURTIS: One reason why he should not be doing the accounting is because I have reason to believe that the farm lease, taking it away from the buyers, who were my father's very close friends, was notarized with a signature that was not my father's. I have not been able to look at that yet. I only have emails that purport that, but I would like to get copies of those.

THE COURT: Let me address a couple of things.

First of all, when we don't have information,

we can imagine a lot of things that may or may not be true, Okay?

MS. CURTIS: Yes.

THE COURT: That could be. I mean, all kind of thoughts and ideas go through our head when they don't have the information.

Here's what this Court cannot do. This Court cannot chase after each of your concerns. You have got enough money, you can hire anybody you want to do any kind of investigation you want done.

What I intend to do based upon the mandate from the circuit court is to try to address the concerns that you have. And they just can't be accusations, and I don't have any interest -- when I say I don't have any interest, I have an interest in outcomes, but I don't have an interest in the case so that I'm supposed to be doing things that would accomplish something for you except upon your filed documents. It's in your best interest, and I think I talked to you on the phone conference --

MR. VIE: Yes.

THE COURT: -- with both of you on the phone as well, that really this is not a matter that you should be trying to handle yourself. You should hire an attorney to do it for you, or at least part of it for you.

Now, I believe that it's in the Court's best

interest to preserve the assets of the estate and to bring to a point a going-forward process that this Court appoint someone to do an accounting of the assets and then make that accounting to the Court.

Now, you don't have to agree with me, but it's going to be an accounting of what the assets are. Whether something has been taken or mismanaged or mishandled is not going to be a part -- that's not the kind of accounting that's going to go on here.

What is, and that is what's invested, where it's invested and how it's invested is going to be the Court's concern. Once that accounting is in place, the question is whether or not the Court is going to be required or whether or not Ms. Brunsting will go forward in her capacity or not.

If she fails, then the Court will direct or put someone else in that position to do that, to move into this area or division so that the assets can be distributed or whatever beneficiaries. That's where I am in this case, and that's where the circuit court I believe has me. So I think it's in all of our best interest to appreciate this process.

In light of that, the Court is of the opinion that there are no expenditures that should be made unless they're made upon the approval of the Court. So, in other words, if Mr., up in Utah --

MR. VIEW: Iowa.

MS. CURTIS: Rickers in Iowa.

THE COURT: Mr. Rickers needs to pay the farmer. We used to call those sharecroppers sort of. It's a kind of a sharecropper thing where someone comes in farms the land and you get a percentage of it. If Mr. Rickers and the sharecroppers and others need to pay out bills and things, they should be petitioning the Court for that. That's where we are now.

We're at a point where I'm going to have to take charge in order to make sure that what I am doing has sanctity and has, well, trust going forward. What I am going to do is simply to try to make sure that the parties are all going to have equal standing and footing in this process. So that's part of what I am going to do. I'm going to enter an injunction in that regard.

Now, anybody who claims they want to bill the estate for something, whether it's lawyers or not, I am concerned about whether or not your bill should be paid by the estate because of this circumstance.

MR. VIE: I understand.

THE COURT: If the parties are going to agree, if the parties are going to come together and agree that your fee should be paid, then we should then move to a situation where we have a mediator in place or a designee in place who

will then make sure that if Ms. Curtis needs counsel, she can get that. That equally would be paid out of the estate.

It would not include Curtis because I am not going to be involved in the litigation of whether or not this is a good trust or not. I'm going to presume that it's a good trust, and I am going to go forward from there. If Curtis proves otherwise, he can get that money from the lawyers, and that would be certainly to his advantage or benefit.

MS. CURTIS: Are you talking about my brother Carl?

THE COURT: Yes. I said Curtis. I meant Carl. I apologize. You can see I'm struggling here.

MS. CURTIS: Too many C's.

MR. VIE: For the record, is it 90 days, Your Honor?

THE COURT: Yeah. I said we should try to wrap this up in 90 days, but I believe that if I appoint -- and you can suggest someone. I don't know if you know someone. Just give me a couple names. If not, I will designate someone to do this and enter an order to that effect.

It may be that because of the lack of trust that it may not need to be, unless both of you are designating somebody that you can agree upon, it may be better for me to have some person independent of the sides unless you all can agree upon the person or firm that should take care of this business.

MR. VIE: So we will get together and try to arrive at an agreed CPA that could provide the accounting the Court requests.

THE COURT: Sure. And we have a lot of them here in Houston just like we got -- I don't know anybody in California, but I want somebody I have got some jurisdiction over.

MR. VIEW: So if we're unable to do so we'll notify the Court we were unable to reach an agreement?

THE COURT: Sure. And you need to do that by the end of the week.

MR. VIEW: Yes, Your Honor.

THE COURT: You are going to be here what, today?

MS. CURTIS: I leave at 4:00 o'clock.

THE COURT: 4:00 o'clock today. Well, then you need to talk fast and see if you all can agree. Maybe you should talk over lunch. That way you can kind of size each other up. Eating together sometimes brings out good things.

And so, if you will do that by the end of the week, I will then prepare an order entering a temporary retraining order against the expenditure of any funds. Notice will be not just to you but to you in terms of Anita because I think she holds the purse in this situation. If there is any money to be paid to anybody up in Utah or anyplace else, she would be person who would authorize it or

do it.

The accountant isn't do it, as I understand it, right?

MR. VIE: No. He is just preparing the necessary documents.

THE COURT: Right. So the purse strings here in Houston, she can certainly prepare through you whatever documents are necessary for parties to be paid.

MR. VIEW: Yes, Your Honor.

THE COURT: And then hopefully that report can get done in 30 or 40 days, and then we can have a hearing. If there is some dispute about summary areas of the report, we can have a hearing about that. If there is a memorandum or recommendation as relates to how to go forward with this "asset trust," that is the distribution, we can do that.

If the parties can reach an accommodation as to how those assets ought to be dealt with, how silent a trust and they all sign off on it, we can do that. It's just a matter of how you want to do it. The trust is not going to control unless you want it to control at this point.

MR. VIE: Yes, Your Honor.

THE COURT: Under the circumstances, it seems to me there's going to be a continuous bickering and mistrust.

Anything else?

MS. CURTIS: No, Your Honor.

MR. VIEW: No, Your Honor.

THE COURT: Let me have Ms. Anita Brunsting come forward.

Good morning. Did you drop something on your foot?

MS. BRUNSTING: I broke my foot.

THE COURT: Raise your right hand.

Do you solemnly swear or affirm that any testimony you will give in this case will be the truth, the whole truth, nothing but the truth so help you God?

MS. BRUNSTING: I swear.

THE COURT: You've heard the discussion here in the courtroom, have you not?

MS. BRUNSTING: (Indicating in the affirmative.)

THE COURT: And I know that you have got counsel, and you can speak with him about the implications and concerns that the Court has about making sure that the assets are accounted for. And you certainly can work through him on any matters that you need to address to the Court. And, of course, counsel understands that he is to communicate both with the Court and with Ms. Curtis on any matters that he is presenting to the Court.

Is there any question about anything I have said -- I don't mean disagreement because you can certainly disagree with me about anything -- but is there any question

that you might have about anything I've said that you need me to answer, or certainly you have your attorney present.

MS. BRUNSTING: I need the trust account to pay. I've got the forms from the CPA. Can I move forward on that?

THE COURT: I think you should probably file a short motion and simply serve a copy of it on opposing counsel, Ms. Curtis, and forward it with a short order to me, and that wouldn't be a problem. This should be based upon the tax forms.

MR. VIE: Yes, sir.

And in terms of notice to the Court -- I'm sorry, not notice to the Court, the Court directing notice, do I notify the other beneficiaries?

THE COURT: Absolutely.

MR. VIE: Okay.

THE COURT: Even though they're not a party, they are beneficiaries and we should keep them in the loop.

MR. VIEW: I just wanted to bring that up.

THE COURT: Yeah. Should be in the loop because it doesn't make sense for us to have to go back and pull them forward a month.

MR. VIE: I will prepare appropriate submissions for payments that I would like. If the Court will approve it, then the trustee will make the payments.

THE COURT: Are these to be paid on or before April

15th or is there another cycle?

MS. BRUNSTING: No, by April 15th.

THE COURT: All right. So either they will get to me on Thursday or whatever, and I'll sign off on them, on the motion and the order, and that shouldn't be a problem.

You are not going to have to liquidate any assets to deal with that, are you?

MS. BRUNSTING: No. We have a checking account with enough that I can pay it.

THE COURT: Right.

MS. BRUNSTING: What about any incoming? The farm is rented, so we get a check twice a year.

THE COURT: Your function and role is to make those deposits as they come in.

MS. BRUNSTING: So I can continue to deposit them?

THE COURT: Continue depositing. All I am trying to do is control the outgo. What comes in as an expense is what counsel needs to see, and they have a proper and appropriate motion.

And if these things come in -- if this is a once a month kind of sit down and write out the bills kind of thing, then that's the way he should probably handle it. At some point just sit down and you prepare a list of things that you need to have done and certainly provide the forms or whatever you need.

MR. VIE: Yes, Your Honor.

MS. BRUNSTING: Okay.

THE COURT: All right. Thank you very much.

All right, counsel. That's all I have. And I'll prepare an order and get it out perhaps by tomorrow afternoon. There should not and in my opinion will not need to be a bond posted. These are parties of equal status as it relates to the assets, so no bond is going to be required.

I think, Ms. Curtis, you need to follow my advice. At some point consider getting an attorney, someone you trust to work with you, all right.

Okay. Thank you very much.

MR. VIE: Thank you, Your Honor.

(Conclusion of Proceedings)

CERTIFICATION

I, Fred Warner, Official Court Reporter for the United States District Court for the Southern District of Texas, Houston Division, do hereby certify that the foregoing pages 1 through 53 are a true and correct transcript of the proceedings had in the above-styled and numbered cause before the Honorable KENNETH M. HOYT, United States District Judge, on the 9th day of April, 2013.

WITNESS MY OFFICIAL HAND at my office in Houston, Harris County, Texas on this the 5th day of August, A.D., 2013.

Fred Warner, CSR
Official Court Reporter

RV

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PROBATE COURT 4

NO. 412.249-401

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ESTATE OF	§	**IN PROBATE COURT**
	§	
NELVA E. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting	§	**IN PROBATE COURT**
vs.	§	
ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS	§	**NUMBER FOUR (4) OF**
	§	**HARRIS COUNTY, TEXAS**

CARL HENRY BRUNSTING'S MOTION FOR PROTECTIVE ORDER

TO THE HONORABLE JUDGE OF SAID COURT:

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COMES NOW Drina Brunsting, as attorney-in-fact for Carl Henry Brunsting, individually, filing this Motion for Protective Order with regard to improper audio and video recordings produced by Anita Brunsting ("Anita"), as well as additional recordings obviously still in the possession of Anita, Amy Brunsting ("Amy"), Carole Brunsting ("Carole"), and third parties to whom the recordings have been disclosed. In support of this motion, Carl would show as follows:

1. When Anita became trustee, Carl was excluded from distributions from his parents' trusts. In fact, Carl's entire family was even excluded from discussions concerning the trusts. But both Carole[1] and Candy told Carl and Drina about what appeared to be improper actions that had been taken. So, on March 9, 2012, before Carl ever filed this action, he requested information pursuant to Tex. R. Civ. P. 202.

2. One thing which had been revealed to Carl was the placement of a GPS tracking device on his wife Drina's car without her knowledge by an investigator hired to follow her. Carl suspected that recordings had also been made of conversations between one or more of the Defendants and either Carl or Drina, so copies of recordings were also requested in 2012. In light of the GPS tracking device placed on Drina's car, perhaps it should not be–but it still is–a surprise to learn just how far the recordings went. The recordings, at least the ones which have only recently been produced, included recordings of telephone conversations made without the consent of ***either*** party to the conversation.

---

[1] At various times, Carole has taken different positions on whether there was wrongdoing and by whom. It is pretty obvious what causes Carole's changes of heart. Despite complaining about Anita's efforts to gain control over the trusts, Carole made video recordings from Carl's hospital room in late May, 2011 and sent them to Anita and Amy. It can not be a coincidence that on June 15, 2011, Carole received a transfer from Anita of 1325 shares of Exxon Mobil stock. Likewise, it can not be a coincidence that Carole stopped complaining about Anita. This stock transfer, among others, is the subject of Carl's Motion for Partial Summary Judgment.

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3. In addition to emails between the Brunsting family members, included among the items Carl sought from Anita, Amy, and Carole in March, 2012 were:

- All audio or video recordings of meetings, conversations, telephone messages, or other communications with Elmer, Nelva, or any of the Brunsting Descendants[2] concerning Brunsting Issues,
- All audio or video recordings of Nelva's execution of any documents.
- All audio or video recordings of evaluations of Nelva's capacity,
- All other audio or video recordings of any Brunsting family member, and
- All investigations made of any Brunsting family member, including any surveillance logs or reports.

4. When Carl made his Rule 202 filing, Anita and Amy hired an attorney, Bernard Mathews, who obtained a continuance of the hearing on Carl's Rule 202 requests by providing Anita's unsupported summary of trust activity and agreeing to provide, on a voluntary basis, what was being sought. Mr. Mathew's email dated April 11, 2012 about obtaining the information sought is attached as Exhibit 1. Mr. Mathews indicated in discussions with Carl's counsel that everything in his clients' possession which had been requested would be turned over. Six days later Mr. Mathews was fired. Attached as Exhibit 2 is the email by which Carl's counsel was notified there would be a change of counsel.

5. Thereafter, when Anita and Amy retained Mills, Shirley LLP as their new counsel, the Rule 202 hearing was again continued as to Anita and Amy, at their new counsel's request, so

[2] "Brunsting Descendants" was defined in the document to include Candace, Carole, Carl, Amy, Anita, and the children and grandchildren, if any, of Candace, Carole, Carl, Amy, and Anita.

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that information could continue to be gathered. The issue of Carole providing information was not delayed further, however, and an order requiring Carole to provide her information was signed on May 18, 2012.

6. While some documents were ultimately provided by Anita, Amy, and Carole, including a number of boxes made available for review at Mills, Shirley's offices in Galveston, very few emails were produced and no one produced any recordings or investigator's reports. Amazingly, on September 9, 2014 even though actively trying to negotiate a settlement in the case, Mills, Shirley suddenly sought to withdraw from its representation of Anita and Amy claiming that "a conflict had arisen between the parties and the attorneys." The Mills, Shirley withdrawal was allowed on September 18, 2014. At that point, there had still been a lack of production of emails, recordings and investigator's reports.[3]

7. Anita's current counsel entered his appearance in this matter on November 14, 2014, and Amy's current counsel entered his appearance on December 8, 2014. Through no less than 9 supplemental productions made since Mr. Featherston took over as Anita's counsel, no recordings or investigator's reports had been provided, but emails addressing points Anita wanted to address began to show up as attachments to certain filings (See Anita's Objections to Candace Curtis' Application for Personal Representative filed on March 9, 2015, to which six emails previously unproduced by Anita were attached to obviously cast Candy in a very derogatory light).

8. Then on July 1, 2015, Carl's counsel received an envelope by certified mail from Anita's counsel which enclosed a CD containing supplemental production which had apparently

[3] The Defendants continue to just ignore the investigator issues even though there can be no question there was an investigator. Attached hereto as Exhibit 4 are emails exchanged among Anita, Amy, Carole, and Candy about the investigator, including one dated Tuesday, March 15, 2011 in which an investigator's report is said to be expected by the end of that week. (Exhibit 4, page P14675)

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been disclosed, at a minimum, to everyone else in the case. For various reasons, including the July 4 holiday, Carl's counsel was unable to adequately review all the information on the disk when it first arrived. Once the materials had been reviewed, however, it was obvious that the disk contained illegally obtained recordings.

9. The disk received by Carl's counsel on July 1, 2015 contained items which were numbered 5814 to 5840. Included among those items were the following four audio recordings, at least three, and most likely all, of which were made without the consent of either party to the conversations:

(1) a 43 second phone conversation between Carl and his mother which, according to the file properties, was both created and modified on February 27, 2015[4] (Brunsting 5836.wav);

(2) a phone conversation lasting 6 minutes and 44 seconds between Carl and Drina which, according to the file properties, was both created and modified on February 27, 2015 (Brunsting 5837.wav);

(3) a telephone conversation lasting 19 minutes and 18 seconds between Carl and Drina which, according to the file properties, was both created and modified on April 22, 2011 (Brunsting 5838.wav); and

[4] Nelva Brunsting died on November 11, 2011, so this could not have been just a copy of the original recording. The larger question raised by the dates on the audio files, however, is why they were not produced long ago. Who recorded them, where have they been, and to whom have they been given? Is this perhaps why Mills, Shirley suddenly had to withdraw? It seems unlikely that there can be a reasonable excuse for why these recordings, all made in 2011 and dealt with by someone again in February of this year, were not produced until July. That is particularly puzzling when on March 11, 2015 Anita filed a Motion to Compel complaining that Carl had not been specific enough about his damage disclosures and had not turned over all of his attorney's fee invoices.

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(4) a telephone conversation lasting 8 minutes and 53 seconds between Carl and Drina which, according to the file properties, was both created and modified on March 21, 2011 (Brunsting 5839.wav).

10. The audio recordings[5] provide a basis for liability to both Carl and Drina pursuant to the Texas Civil Wire Tap Act found at Tex. Civ. Prac. & Rem. Code, Title 123.[6] That Act prohibits, among other things, the interception of a conversation transmitted over telephone wires without the consent of at least one of the parties to the conversation, as well as the further disclosure and the use of such intercepted transmissions. Neither Carl nor Drina consented to the recordings or even knew about them. The same is undoubtedly true of the recording of the short conversation Carl had with his mother. These recordings were made improperly, disclosed improperly, presumably have been already used improperly, and are obviously intended to be used improperly in this litigation.

11. Although they have clearly been edited, nothing on these recordings suggests they were somehow found on an answering machine tape at Nelva's house as Anita's counsel claimed to be the case in discussions with Carl's counsel about these recordings. There is nothing on the recordings indicating the involvement of an answering machine. There is nothing on the recordings indicating an answering machine either picked up or ended the call. There is no answering machine message alerting anyone to a recording device. In fact, there is also nothing on the recordings themselves indicating the date on which they were recorded. The other flaw with the answering machine explanation is that when Drina called Carl at his mother's house, an answering machine never answered–a person always did. The timing of the earliest recording together with emails from

[5] It seems highly unlikely, of course, that these are the only recordings made or that those that have been produced are anything but edited versions of the original recordings.

[6] The recording, disclosure, and use of these recordings are also felony violations of Section 16.02 of the Texas Penal Code and 18 U.S.C. §2511.

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that time period make the real explanation for the recordings clear, but very problematic for Defendants.

12. These appear to have been made through a well-orchestrated plan between Anita, Amy, and Carole. Emails reflect discussions among the Brunsting sisters shortly after Carl became ill–both before and after Anita was even trustee–discussing ways to prevent Carl's access to trust disbursements. (See Exhibit 5). Originally, Candy was also involved in the plan until the explanations she was being given for what was happening stopped making sense.[7]

13. Carl spent some time at his mother's house in December, 2010 when Drina suffered a herniated disc in her back trying to lift him. Carl's recovery suffered so badly while he was staying at his mother's house that Drina was forced to end that arrangement. By that time, the experience of trying to deal with Carl's sisters had been bad enough that Drina stopped even trying to communicate with them, and Carl only called his mother. Then in early March, 2011, there are emails concerning APS complaints,[8] investigators, possible guardianship proceedings, and arrangements for a possible divorce between Carl and Drina so that Drina would not be Carl's natural guardian.[9] (See Exhibit 6).

14. In March, Carole also did her part to insure both that recordings could be made of Carl and Drina's conversations without their knowledge and that Drina could be followed by the

---

[7] Thus, the only emails which have been shared with Carl are those exchanged before Candy was excluded from her sisters' scheme.

[8] The attempt to create problems for Drina with APS had already been frustrated when their APS complaint against Drina was dismissed because, unlike what had occurred when Carl was at his mother's house, Drina was following medical advice in her care of Carl. (Exhibit 6, p. P14664).

[9] There were also discussions about how to exclude Carl and Drina's daughter, Marta, as a potential guardian. Even though Marta had made her concern for her father clear (See Exhibit 7), she was characterized by Anita as having "expressed no interest in taking care of her father" (Exhibit 5, p. P14677).

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2012-05-23 09:43:47 6722

investigator. On the evening of March 10, 2011, Carole went to Carl and Drina's home and approached Drina about having Carl spend time at his mother's home again–allegedly to give Drina a break as Carl's sole caregiver and to give Carl somewhere to go when Drina had to work or had to deal with her elderly father who lived in Beaumont. Drina naively believed Carole's concern to be sincere and agreed to allow Carl to spend some time at his mother's house again.

15. So, in March, 2011 the investigator had already been engaged, and on March 17, 2011, Faustino Vaquera purchased one ICD-OX312 Sony digital voice recorder at Best Buy and a 4200223 3' 1/8" M-M Patch Cable from Radio Shack. Vaquera was reimbursed for the purchase when he included it on his time sheet dated March 18, 2011. The time sheet with the attached receipts is attached hereto as Exhibit 3. That digital voice recorder is capable of voice activation and has 2 GB built-in memory which can be expanded to 16 GB. The earliest recording, based on the properties for the files produced was made at least by March 21, 2011, right after Carole made sure recordings of calls between Drina and Carl could be intercepted by getting Carl back to his mother's house.

16. The CD recently produced by Anita's counsel also included various emails which have suddenly appeared out of some unknown location despite having been requested since March, 2012, including four emails from Carole to Amy and Anita between May 23, 2011 and May 25, 2011 which had attachments containing videos taken by Carole of Carl in his hospital bed after he had an adverse reaction to a medication which was itself life threatening and put him in intensive care at St. Luke's Hospital from May 22, 2011 through May 31, 2011.[10] (Brunsting 5822-5825).

[10] While Carl was at Mentis Rehabilitation, Drina observed a sudden and severe decline in Carl's condition and had him transferred to the St. Luke's emergency room where he was admitted to ICU because of an altered mental status due to medications.

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20220516:085:1:pdf:2450

17. Even a sister's concern would not justify these recordings, but there is no way to confuse these incredible invasions of Carl's privacy as acts of a loving and concerned sister. These occurred while Carl was too ill to resist them and when no one was around to prevent them. After making the recordings on her Android, Carole sent them to herself and to Anita and Amy.[11] Candy was again excluded, as one of Carole's emails even confirms. Like the illegal phone recordings, Carl did not consent to these video recordings and even in his incredibly ill state, it was clear he was very uncomfortable with them. Also like the illegal phone recordings, these had never been provided to Carl despite his request for any video recordings in 2012. The properties on the files containing the emails indicate the files were all modified on March 18, 2015. It is inexcusable that these were ever made and that they have disclosed to others while being withheld from Carl since May, 2011, but where have they been since March 18, 2015?[12]

18. This Court must stop Carl's victimization at the hands of the Defendants, particularly those purportedly exercising fiduciary obligations to him. Carl requests that sworn affidavits be provided by Anita, Amy, and Carole specifying the date of every recording made within the categories requested, the party making the recording, the means of recording, the current location of all original recordings and all copies of all recordings, all parties to whom the contents of recordings have been disclosed, and all uses which have been made of the recordings. Carl also requests that all original recordings and all copies of those recordings be turned over to Carl's

[11] The recordings appear to have been made by Carole and distributed to Anita and Amy between May 23, 2011 and May 25, 2011. Carole received her transfer of 1325 shares of Exxon Mobile stock from Anita, acting as trustee, on June 15, 2011.

[12] And there has still been no production of the investigator's reports. Yet, as already stated, while withholding this and more, Anita filed a motion to compel Carl to do a better job of responding to requests for disclosure and to provide all of his information on the attorney's fees he had incurred, something which no one else in this case has been required to do.

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07225915 09:51:08 p.019 5 of 6

counsel. Carl also requests that all copies which have been disclosed to any third parties, including the other counsel in this case, be retrieved and included in those materials turned over to Carl's counsel. Carl also requests that the identity of all investigators hired to follow Carl or Drina be provided, and that all investigator's reports be turned over. Carl also requests that Anita, Amy, and Carole be required to provide sworn testimony of their compliance and that they be prevented from using such recordings for any purpose, including in this proceeding.

WHEREFORE, PREMISES CONSIDERED, Carl Brunsting asks for the relief sought herein and for such other and further relief to which he may be entitled.

Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless

Bobbie G. Bayless
State Bar No. 01940600
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218
bayless@baylessstokes.com

Attorneys for Drina Brunsting, attorney-in-fact for Carl Henry Brunsting

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07222015:0815:P0144

CERTIFICATE OF CONFERENCE

Attempts to resolve these issues have thus far been unsuccessful. Discussions are continuing and the motion will be withdrawn if they are resolved.

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 20th day of July, 2015, as follows:

Bradley Featherston
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
via Telecopier

Stephen A. Mendel
Neal Spielman
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
via Telecopier

Darlene Payne Smith
Lori A. Walsh
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, Texas 77010
via Telecopier

Candace Curtis, *Pro Se*
218 Landana St.
American Canyon, California 94503
via Email

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

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07/22/2015 08:50 5102222 STEP 15

UNOFFICIAL COPY

Exhibit 1

07/22/2015 05:09:52 PM

BaylessStokes E-Mail

From: "Bernard Mathews" <texlawyer@gmail.com>
To: "Bobbie Bayless" <bayless@baylessstokes.com>
Sent: Wednesday, April 11, 2012 2:27 PM
Subject: Producing available documents

Bobbie,

I am having my client go through your 30 page list to let me know what she has, what never existed, what may exist in someone else's control, etc.

To make my response to you easier, can you send me this list (documents to be produced by Anita Brunsting) in Wordperfect or Microsoft Word format?

I am also advised your client was sent a copy of the trust, and the qualified beneficiary designation. as well as an initial asset list in Excel format. Were these provided to you?

Chip Mathews

--
Bernard Lilse Mathews, III
Attorney at Law
Green & Mathews, LLP
14550 Torrey Chase Blvd., Suite 245
Houston, Texas 77014

(281) 580-8100
(281) 580-8104 (fax)

e-mail: texlawyer@gmail.com

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07222015:0813:40147

Exhibit 2

UNOFFICIAL COPY

06-04-2015:05:39:53 9152276

BaylessStokes E-Mail

From: "Bernard Mathews" <texlawyer@gmail.com>
To: "Bobbie Bayless" <bayless@baylessstokes.com>
Cc: "Anita Brunsting" <akbrunsting@suddenlink.net>; "Amy Brunsting" <at.home3@yahoo.com>
Sent: Tuesday, April 17, 2012 12:31 PM
Subject: Brunsting matter

Bobbie,

I have been advised that Anita Brunsting and Amy Brunsting are retaining new counsel. Thank you for your courtesies in this matter.

Chip Mathews

--
Bernard Lilse Mathews, III
Attorney at Law
Green & Mathews, LLP
14550 Torrey Chase Blvd., Suite 245
Houston, Texas 77014

(281) 580-8100
(281) 580-8104 (fax)

e-mail: texlawyer@gmail.com

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Exhibit 3

07220155:08:3:P01550

TIME SHEET

Employee Name: Faustino Vanuera **Title:**

Week: March 15 — March 19

Date	Start Time	End Time	Regular Hrs.	Total Hrs.
3-15 Tues	8:30 am	12:00 am	15.30	
3-16 Wed	12:00 am	2:00 pm	14.	
↓	4:00 pm	12:00 am	8	
3-17 Thur	12:00am	9:30 am	9:30	
3-[redacted]	6:30 pm	12:00 am	5:30	
3-18 [redacted] Fri	12:00 am	6:00 pm	18.	
	WEEKLY TOTALS:		70 ½	

Employee Signature: [signature] **Date:** 3-18

Supervisor Signature: **Date:**

70.5
x 15.00
= 1057.50

Groceries & Food = 126.26

Best Buy Digital Voice Recorder 64.94

191.20

Total = 1,248.70

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20120215-0015

WELCOME TO BEST BUY #216
HOUSTON, TX 77024
(713)647-6004

Keep your receipt!

Val #: 0422-1046-6045-3089

0216 003 2499 03/17/11 18:22 00005044

1792142	ICDPX312	59.99
ICDPX312 DIGITAL VOICE RECORD		
ITEM TAX 4.95		
6094193	RZ SILVER	0.00 N
REWARD.ZONE PREMIER SILVER		
MEMBER ID 0329918420		
SUBTOTAL		59.99
SALES TAX AMOUNT		4.95
TOTAL		64.94
xxxxxxxxxxx0307	DEBIT	64.94

FAUSTINO VAQUERA JR
APPROVAL 132943
REFERENCE NUMBER: 0216003

ALEX,
THANKS FOR SHOPPING AT BEST BUY TODAY!
YOUR REWARD ZONE BALANCE AS OF 03/08/11
POSTED POINTS: 153
Go to MyRZ.com FOR MORE INFO

Congratulations! As an added benefit of being a Reward Zone program Premier Silver member, you may return eligible products up to 45 days from purchase date.

Dear Valued Customer,

To help keep epicrean-low [illegible]

reserve, limitations or conditions may apply to returns of merchandise purchased directly or indirectly by the products listed on this receipt.

THE SHACK THANKS YOU.

RADIOSHACK 01-0020
Kroger Plaza Sc
14356 Memorial Dr
Houston, TX 77079-6704
(281) 496-9429

Order: 057553 03/17/2011 08:14P Term #002

Helped By: 001 (MAR)
Entered By: 001 (MAR)

4200223	3' 1/8' M-M PATCH CABLE	1	8.99
	Subtotal		8.99
	Tax	8.25%	0.69
	Total		9.08
	Credit Card		9.08
	Change Due		0.00

Acct# xxxxxxxxxxx0307 M
Card Type VI
Trans# 12887148
Auth# 161235 9.08
Host Captured Y

The card holder identified hereon may apply the total amount shown on this receipt to the appropriate account to be paid according to its current terms.

I agree to pay above total according to card issuer agreement.

Your name, address and the original sales receipt are required for all refunds. Sales and returns are subject to the terms and conditions identified on the back.

Shop online 24/7 at
www.radioshack.com

8722205:5:08e3:D015S2

Exhibit 4

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07-22-2011:15:08:43 EDT

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From: Amy Tschirhart
To: Candy Curtis
Subject: Phone number
Date: Saturday, January 08, 2011 7:34:13 PM

Hi Candy,
Could you send me Owen's phone number? I wanted to ask him a question about private investigators.
Thanks,
Amy

07222015 05:05:54 p

From: Carole Brunsting
To: Amy; Anita; Candace Curtis
Subject: Re: PI
Date: Thursday, February 03, 2011 3:57:21 PM

I drove by their house today on the way home and their plants were covered.

--- On **Thu, 2/3/11, Candace Curtis *<occurtis@sbcglobal.net>*** wrote:

> From: Candace Curtis <occurtis@sbcglobal.net>
> Subject: PI
> To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
> Date: Thursday, February 3, 2011, 9:56 AM
>
> I think we should hire a PI to "find" Carl. If he's at home, he's got to come out sooner or later. If he's in a facility, Drina will have to come out to visit him sooner or later. The problem is, no one knows when these comings and goings will occur and it could cost a lot of money to find out. It's entirely possible that Drina has put him in a facility that is covered by insurance. This makes sense because there have been no requests for money and Carl hasn't called anyone but Mother since he left her house. In any event we have to find out what is going on. If he's in a rehabilitation facility we can celebrate, but she could have stuck him in a nursing home, where none of his needs will be addressed and they will keep him doped up all the time.
>
> The more legwork we do, the cheaper the PI will be. Any ideas on how to find out when his therapy appointments are? If the PI can film him leaving the house and entering the facility we would be able to assess his physical condition and possibly his mental state. If he's in a facility somewhere the PI would have to catch her leaving the house on her way to visit him and if she leaves she could also be going shopping, etc. I would be willing to call rehab facilities if necessary.
>
> I don't want to let too much more time lapse before we find out.

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02/22/2012 05:03:03 PM

From: Anita Brunsting
To: "Candace Curtis"; "Amy"; "Carole Brunsting"
Subject: RE: Conference Call Info
Date: Tuesday, March 15, 2011 3:45:57 PM

I'm pretty open all week.

From: Candace Curtis [mailto:occurtis@sbcglobal.net]
Sent: Tuesday, March 15, 2011 3:10 PM
To: Amy; Anita; Carole Brunsting
Subject: Conference Call Info

I have a conference call account here at work that I am allowed to use for personal business. We can schedule a time to talk and catch up on what's happening. This saves numerous text messages, phone calls, and emails.

Call 1-866-212-0875 and when it asks you for the "participant" pass code enter 132003#

Maybe we can try it towards the end of the week or on the weekend, after someone gets an activity report from the PI.

Love you guys,

C

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07220155 08:36:20 15

From: Carole Brunsting
To: Anita Brunsting; Amy Tschirhart; Candace Curtis
Subject: Re: guardianship assessment form
Date: Friday, March 18, 2011 8:40:41 AM

They are there right now according to the PI. And Michael took him on Wednesday.

--- On **Fri, 3/18/11, Candace Curtis <*occurtis@sbcglobal.net*>** wrote:

> From: Candace Curtis <occurtis@sbcglobal.net>
> Subject: Re: guardianship assessment form
> To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
> Date: Friday, March 18, 2011, 10:33 AM
>
> Do you know if he went to therapy at all this week?
>
> ---
>
> **From:** Anita Brunsting <akbrunsting@suddenlink.net>
> **To:** Candace Curtis <occurtis@sbcglobal.net>; Carole Brunsting <cbrunsting@sbcglobal.net>; Amy Tschirhart <at.home3@yahoo.com>
> **Sent:** Fri, March 18, 2011 8:26:05 AM
> **Subject:** RE: guardianship assessment form
>
> we're continuing the pi over the weekend or unless it looks like she's headed toward Beaumont - will also use him through next week. $750 is for the lawyer's (Cole) initial consult not a dr. If she divorces him then someone needs to sue for guardianship - Marta would be considered next in line by the law, but if she doesn't sue for it then I don't think she'd be considered. If Drina gets him to sign divorce papers that give him any less than 50% of their assets then a guardian can countersue her to recover those.
>
> ---
>
> **From:** Candace Curtis [mailto:occurtis@sbcglobal.net]
> **Sent:** Friday, March 18, 2011 10:20 AM
> **To:** Anita Brunsting; Carole Brunsting; Amy Tschirhart
> **Subject:** Re: guardianship assessment form
>
> $750 an hour FOR WHAT? The woman is abusing him and negligent in his care. Have they been out even one time this week? Last I heard, Monday and Tuesday there was no activity other than a visit from Marta. APS said that once they confirmed she was following doctor's orders, they closed the case. If the instructions were 3 times a week and he hasn't been, or only goes once or twice, SHE IS NEGLIGENT, and they better reopen it or start a new one. Let me know if you want me to call.
>
> Any doctor who has seen Carl would most likely say NO to all of the questions. I would, just based on past phone conversations with Carl.
>
> What if Drina files for divorce? Would that be abandonment? Would the trust even be an issue if SHE divorces him?
>
> If I could have anything I wanted for Carl, I would have him assessed by the neuropsychologists at the place I found in Houston. I don't know if he could handle long periods of testing, but he has got to get some cognitive brain function back OR HE WILL NEVER EVEN BECOME CLOSE TO WHOLE AGAIN. It's a good sign that his

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07222015:0813:P01557

behavior has improved, but is it because she beats him with a stick and mentally assaults him to get him to act right?

Maybe guardianship is the wrong approach. Maybe we should go after Drina and have her declared incompetent to care for him, or criminally negligent for not obtaining proper rehabilitation. There has to be a reason why she doesn't want her husband of almost 30 years to recover.

Let me know if he will be staying at Mother's again over the weekend. If so, we might want to extend the PI over the weekend so we can see what the hell she does. The more "evidence" we can amass, the better.

Love you guys,

C

From: Anita Brunsting <akbrunsting@suddenlink.net>
To: Carole Brunsting <cbrunsting@sbcglobal.net>; Candace Curtis <occurtis@sbcglobal.net>; Amy Tschirhart <at.home3@yahoo.com>
Sent: Thu, March 17, 2011 2:18:05 PM
Subject: guardianship assessment form

Just thought you'd find this interesting, this is the form that we'd have to have a physician use to assess Carl and possible a MHMR psychologist as well. I just thought it would give you an idea as to what they're looking for - Carl definitely fits the bill -

Just fyi, you may have already known this.

Anita

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07220150 09:50:15 05/10/2007

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Exhibit 5

07-22015-cbt Doc 13-2 Filed 08/23/15 Entered 08/23/15 15:08:59

From: Carole Brunsting
To: Anita Brunsting; Amy Tschirhart; occurtis@sbcglobal.net
Subject: Re: Carl"s medical bills
Date: Tuesday, August 17, 2010 7:37:48 PM

http://www.nytimes.com/2009/03/14/health/14patient.html

Another good article about negotiating down the bill. Drina needs to treat this as if the trust money does not factor in. It should be months before she sits down to make even one payment.

--- On **Tue, 8/17/10, Carole Brunsting *<cbrunsting@sbcglobal.net>*** wrote:

> From: Carole Brunsting <cbrunsting@sbcglobal.net>
> Subject: Re: Carl's medical bills
> To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Amy Tschirhart" <at.home3@yahoo.com>, occurtis@sbcglobal.net
> Date: Tuesday, August 17, 2010, 9:24 PM
>
> http://www.creditcards.com/credit-card-news/medical-bill-payment-tips-1266.php
>
> Here is another good article. Why can't she follow this and set up a payment plan and then Mother can help with the monthly payments rather than yank thousands out of the account. I don't think Drina has done any of the steps this article talks about. She should tell the hospital that they cannot pay since Carl is not working and don't even mention the trust.
>
> --- On **Tue, 8/17/10, Carole Brunsting *<cbrunsting@sbcglobal.net>*** wrote:
>
> > From: Carole Brunsting <cbrunsting@sbcglobal.net>
> > Subject: Carl's medical bills
> > To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Amy Tschirhart" <at.home3@yahoo.com>, occurtis@sbcglobal.net
> > Date: Tuesday, August 17, 2010, 9:08 PM
> >
> > http://www.hcvadvocate.org/hepatitis/hepC/GMYHI.html
> >
> > According to this Drina may have already reached her out of pocket and may be paying to much already.
> >
> > This is a good article.

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07222015:0813:PO160

Archive UNREDACTED

From: Amy Tschirhart
To: Anita Brunsting; Candy Curtis; Carole Brunsting
Subject: Re: CPA"s advice
Date: Wednesday, August 18, 2010 1:48:01 PM

Hi,
I just talked to Drina. She is tired of hearing advice (even if it is helpful and right). Basically she's just overwhelmed right now. Her nerves are raw and anything any of us say to her right now is just going to set her off. I suggest just leaving her alone for a little while. The bills aren't going to go away and she will eventually have to deal with them. She may be more receptive to listening then or she might figure out the solution on her own.

Amy

--- On **Wed, 8/18/10, Carole Brunsting <*cbrunsting@sbcglobal.net*>** wrote:

> From: Carole Brunsting <cbrunsting@sbcglobal.net>
> Subject: Re: CPA's advice
> To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candy Curtis" <occurtis@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
> Date: Wednesday, August 18, 2010, 1:36 PM
>
> That is exactly what the articles I sent last night said. Your credit score is only affected "IF" you stop making payments in the event you have a payment plan set up. Also, it said that she needs to negotiate discounted rates based on their financial statements and leave the trust out of it. Like Candy said, don't even mention the trust. From everything I have read, she can either get some of this written off OR get it discounted and set up a payment plan. If she and Carl cannot make ends meet in the future, then they consider a loan against his inheritance.
>
> I am finding that with GOOGLE, you don't really needs doctors or CPA's because all the diagnostic information is online along with accounting advice.
>
> Knowing I am being petty with this statement, why is her father's advice correct and mother is not a straight shooter. Mother was shocked because she did not think the time was right to pay bills, but could not convey that message to Drina.
>
> I grow tried of always being "wrong" in the eyes of Carl and Drina. Again, being petty but then I am just petty. So there.
>
> --- On **Wed, 8/18/10, Amy Tschirhart <*at.home3@yahoo.com*>** wrote:
>
> > From: Amy Tschirhart <at.home3@yahoo.com>
> > Subject: CPA's advice
> > To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <Cbrunsting@sbcglobal.net>, "Candy Curtis" <occurtis@sbcglobal.net>

Date: Wednesday, August 18, 2010, 2:57 PM

Hi,

I talked to the CPA who does my taxes today and asked her what she would recommend. She told me that Drina should talk to an attorney who specializes in debt created by medical bills. Medical bill debt is treated differently than other debt. I did a quick check on the internet and there are several in Houston.

She said that creditors cannot touch Drina's house or cars. She also recommended not paying any of the medical bills right now. She said to wait until the dust settles, then talk with each company about a payment plan, possibly as little as $10 a month. She told me that in all likelihood, they would eventually write off her debt as a loss. She said Drina should definitely not touch any retirement or inheritance, or borrow anything against them.

I called Drina today and told her what Darlene said. She said her father had been telling her the same things. I tried to emphasize that she should not be paying any bills right now, but I don't know if she really understood why. She is overly concerned with her credit score rating. Darlene said that is not that important because they own their house and cars and are not as reliant on credit compared to younger people.

Anyhow, I know that Drina is in a hard spot right now, but I honestly think that keeping her from accessing ***any*** of Carl's inheritance would be in her best interest. It would be a waste to spend it on medical bills and they will need the money in the future. I don't think that is going to sit well with Drina because she's going to see it as us being tight-fisted with the money. I strongly suggest that if any of us talk to her, we do it as nicely as we can. Acknowledge that the debt is so huge it is unpayable in her lifetime. Encourage her to seek a professional to find the best way to deal with it. Remind her that we want the best for her and Carl in their future and that we are thinking of their best interests.

Love,
Amy

EXHIBIT 5 - 08-22-2012 - COPY - NOT FOR TRIAL

07222015:0815:A01162

From: Carole Brunsting
To: Candace Curtis
Subject: Re: CPA"s advice
Date: Wednesday, August 18, 2010 2:18:39 PM

Your so funny!

--- On **Wed, 8/18/10, Candace Curtis <*occurtis@sbcglobal.net*>** wrote:

> From: Candace Curtis <occurtis@sbcglobal.net>
> Subject: Re: CPA's advice
> To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <Cbrunsting@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
> Date: Wednesday, August 18, 2010, 3:49 PM
>
> Just as I said in my email. I also said DO NOT consult an attorney. It's throwing good money away because you have just received free advice and passed it along to her. So, that's what you told her, that's what I told her, and that's what her Dad told her. Is she going to ignore all of us? Drina needs to get her shit together now or she'll be sorry. Carl can come and live with us when she runs off.
>
> --- On **Wed, 8/18/10, Amy Tschirhart <*at.home3@yahoo.com*>** wrote:
>
> > From: Amy Tschirhart <at.home3@yahoo.com>
> > Subject: CPA's advice
> > To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <Cbrunsting@sbcglobal.net>, "Candy Curtis" <occurtis@sbcglobal.net>
> > Date: Wednesday, August 18, 2010, 12:57 PM
> >
> > Hi,
> >
> > I talked to the CPA who does my taxes today and asked her what she would recommend. She told me that Drina should talk to an attorney who specializes in debt created by medical bills. Medical bill debt is treated differently than other debt. I did a quick check on the internet and there are several in Houston.
> >
> > She said that creditors cannot touch Drina's house or cars. She also recommended not paying any of the medical bills right now. She said to wait until the dust settles, then talk with each company about a payment plan, possibly as little as $10 a month. She told me that in all likelihood, they would eventually write off her debt as a loss. She said Drina should definitely not touch any retirement or inheritance, or borrow anything against them.
> >
> > I called Drina today and told her what Darlene said. She said her father had been telling her the same things. I tried to emphasize that she should not be paying any bills right now, but I don't know if she

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really understood why. She is overly concerned with her credit score rating. Darlene said that is not that important because they own their house and cars and are not as reliant on credit compared to younger people.

Anyhow, I know that Drina is in a hard spot right now, but I honestly think that keeping her from accessing ***any*** of Carl's inheritance would be in her best interest. It would be a waste to spend it on medical bills and they will need the money in the future. I don't think that is going to sit well with Drina because she's going to see it as us being tight-fisted with the money. I strongly suggest that if any of us talk to her, we do it as nicely as we can. Acknowledge that the debt is so huge it is unpayable in her lifetime. Encourage her to seek a professional to find the best way to deal with it. Remind her that we want the best for her and Carl in their future and that we are thinking of their best interests.

Love,
Amy

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07-22-15 09:05:59 P 45

From: Anita Brunsting
To: "Candace Curtis"
Subject: RE: CPA"s advice
Date: Wednesday, August 18, 2010 8:00:01 PM

You couldn't invent a better helpless, narcissistic, stupidly rude character than her. I guess this is why they say "truth is stranger than fiction" I've already been inventing scenrios inside my head that I think she'd be capable of. Maybe we can write an novel about this and make a million dollars when we sell the movie rights :-)

Love, anita

From: Candace Curtis [mailto:occurtis@sbcglobal.net]
Sent: Wednesday, August 18, 2010 5:39 PM
To: Anita Brunsting
Subject: RE: CPA's advice

My ears are burning already. LOL If she gets pissed off it will just confirm my opinion that she's a stupid twit who only cares about herself. I know I read too much fiction, but I can imagine her keeping Carl in diapers so she doesn't have to wipe his butt.

Love you lots,

Candy

--- On **Wed, 8/18/10, Anita Brunsting <*akbrunsting@suddenlink.net*>** wrote:

> From: Anita Brunsting <akbrunsting@suddenlink.net>
> Subject: RE: CPA's advice
> To: "'Candace Curtis'" <occurtis@sbcglobal.net>
> Date: Wednesday, August 18, 2010, 2:48 PM
>
> I agree w/ everything you said. I also like your e-mail to Drina - I hope it really pisses her off.
>
> ---
>
> **From:** Candace Curtis [mailto:occurtis@sbcglobal.net]
> **Sent:** Wednesday, August 18, 2010 4:20 PM
> **To:** Amy Tschirhart; Anita; Carole Brunsting
> **Subject:** Re: CPA's advice
>
> Drina needs to get a grip. She's overwhelmed with what??? Advice??? We're all saying the same thing. That hole in the sand is just getting deeper. She needs to face reality right now. She should be overjoyed at any little progress from Carl. That joy should mutate into action to secure their future. Her nerves are raw because she refuses to face reality. The four of us have worked our entire lives. We're all single and have had to rebuild our lives and change our values in numerous ways. I don't know about you guys but there have been times when I just wanted to crawl into bed, curl up into fetal position, and sleep forever. If it's not one thing it's another. These times have only made me stronger. I have not been

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subjected to any calls from Drina trying to get money from Mother for medical bills. She needs to humble herself a little and tell the truth. I still would not have any sympathy for her, but it would make it easier for me to accept yours.

--- On **Wed, 8/18/10, Amy Tschirhart <*at.home3@yahoo.com*>** wrote:

> From: Amy Tschirhart <at.home3@yahoo.com>
> Subject: Re: CPA's advice
> To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candy Curtis" <occurtis@sbcglobal.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
> Date: Wednesday, August 18, 2010, 1:47 PM
>
> Hi,
> I just talked to Drina. She is tired of hearing advice (even if it is helpful and right). Basically she's just overwhelmed right now. Her nerves are raw and anything any of us say to her right now is just going to set her off. I suggest just leaving her alone for a little while. The bills aren't going to go away and she will eventually have to deal with them. She may be more receptive to listening then or she might figure out the solution on her own.
>
> Amy
>
> --- On **Wed, 8/18/10, Carole Brunsting <*cbrunsting@sbcglobal.net*>** wrote:
>
> > From: Carole Brunsting <cbrunsting@sbcglobal.net>
> > Subject: Re: CPA's advice
> > To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candy Curtis" <occurtis@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
> > Date: Wednesday, August 18, 2010, 1:36 PM
> >
> > That is exactly what the articles I sent last night said. Your credit score is only affected "IF" you stop making payments in the event you have a payment plan set up. Also, it said that she needs to negotiate discounted rates based on their financial statements and leave the trust out of it. Like Candy said, don't even mention the trust. From everything I have read, she can either get some of this written off OR get it discounted and set up a payment plan. If she and Carl cannot make ends meet in the future, then they consider a loan against his inheritance.
> >
> > I am finding that with GOOGLE, you don't really needs doctors or CPA's because all the diagnostic information is online along with accounting advice.

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Knowing I am being petty with this statement, why is her father's advice correct and mother is not a straight shooter. Mother was shocked because she did not think the time was right to pay bills, but could not convey that message to Drina.

I grow tried of always being "wrong" in the eyes of Carl and Drina. Again, being petty but then I am just petty. So there.

--- On **Wed, 8/18/10, Amy Tschirhart <at.home3@yahoo.com>** wrote:

> From: Amy Tschirhart <at.home3@yahoo.com>
> Subject: CPA's advice
> To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <Cbrunsting@sbcglobal.net>, "Candy Curtis" <occurtis@sbcglobal.net>
> Date: Wednesday, August 18, 2010, 2:57 PM
>
> Hi,
>
> I talked to the CPA who does my taxes today and asked her what she would recommend. She told me that Drina should talk to an attorney who specializes in debt created by medical bills. Medical bill debt is treated differently than other debt. I did a quick check on the Internet and there are several in Houston.
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> She said that creditors cannot touch Drina's house or cars. She also recommended not paying any of the medical bills right now. She said to wait until the dust settles, then talk with each company about a payment plan, possibly as little as $10 a month. She told me that in all likelihood, they would eventually write off her debt as a loss. She said Drina should definitely not touch any retirement or inheritance, or borrow anything against them.
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>
> Anyhow, I know that Drina is in a hard spot right now, but I honestly think that keeping her from accessing ***any*** of Carl's inheritance would be in her best interest. It would be a waste to spend it on medical bills and they will need the money in the future. I don't think

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07220155:0813:P0167

that is going to sit well with Drina because she's going to see it as us being tight-fisted with the money. I strongly suggest that if any of us talk to her, we do it as nicely as we can. Acknowledge that the debt is so huge it is unpayable in her lifetime. Encourage her to seek a professional to find the best way to deal with it. Remind her that we want the best for her and Carl in their future and that we are thinking of their best interests.

Love,
Amy

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07/22/2015:08:50:20168

From: Amy Tschirhart
To: Candy Curtis
Subject: Info
Date: Friday, March 04, 2011 7:47:04 PM

Hi Candy,
I spoke with Anita about talking to Drina. She is going to work on getting me some numbers so I know what amount is available for Carl. We want to ask Drina to provide us with some documentation of their finances before we decide on what amount she could have on an annual basis. Could you help us make a list of what we need to ask her for?

I was doing some rough calculations. Carl is 53 right now. If he lives to be 85, that is 32 years. If he inherits $300,000, he could receive $1386 per month assuming that the account earned an average of 4% per year. That is no where near what Drina is expecting to get.

Call me if you have any questions or comments. Thanks.
Love, Amy

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07220-5:08-bk-03155-RCT Doc 65

From: Amy Tschirhart
To: Candy Curtis; Carole Brunsting
Subject: Number crunching
Date: Friday, March 04, 2011 8:06:02 PM

Hi Candy and Carole,
We are trying to determine the amount of money that Carl can withdraw from the trust. It's hard to determine this since there are so many variables - we don't know how much Mom is going to need for her care, we can't predict the future value of assets, etc. I did some rough number crunching, just so we'd have some place to start. I sent these numbers to Anita and I thought you might have some input about them as well.

If we assume that Carl inherits $300,000, he lives to be 85 (32 more years), and the account earns an average of 4% interest over the lifetime of the fund, Carl could withdraw $1386 per month and have enough money to last.

If it were possible for him to inherit $500,000, he could withdraw $2310 per month for the rest of his life.

Just to put things in perspective, to receive the $4000 per month that Drina says they need, he would have to inherit $865,600, which is not possible. I know if I try to explain this to Drina it will be like talking to a brick wall. It will never be possible to give her the amounts that she wants.

Amy

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07/22/2015:06:16:P01170

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From: Amy Tschirhart
To: "Candace Curtis"; "Carole Brunsting"; Anita Brunsting
Subject: RE: New Development
Date: Tuesday, March 08, 2011 9:47:30 PM

I think we need to send two separate letters. One to Drina telling her she can't come in to Mom's house or contact her by phone or email, and the other to Carl regarding money from the trust. The letters deal with different issues and should be directed to the specific person.

I'm trying to think of some verbage for Carl's letter. This is all I have so far:
"If you would like to borrow money against your inheritance to pay for your living expenses and medical care, you may borrow up to $13,000 per year. To receive the funds, submit bills you would like paid from the trust funds to Anita. She will pay them up to the amount of $13,000 per year. Please sign the enclosed document indicating that you understand the amount you borrow will be deducted from any possible inheritance you may be awarded in the future."

--- On **Tue, 3/8/11, Anita Brunsting *<akbrunsting@suddenlink.net>*** wrote:

> From: Anita Brunsting <akbrunsting@suddenlink.net>
> Subject: RE: New Development
> To: "'Candace Curtis'" <occurtis@sbcglobal.net>, "'Amy'" <at.home3@yahoo.com>, "'Carole Brunsting'" <cbrunsting@sbcglobal.net>
> Date: Tuesday, March 8, 2011, 7:15 PM
>
> I got the same TM from Tino. I hesitate to promise them anything in writing about money. Rather than a monthly payment, I would rather grant them a certain amount each year, but only through the direct payment of their bills - for example; mom could gift Carl $13,000/year, but only if they send me the bill statements to pay directly, and only for bills for living/medical expenses - when the trust has paid $13,000 in bills for the year, that's the end of the money for that year. We could ask them to sign for this money against his inheritance, but then we'd have another form that we'd have to get them to sign (probably notarized), and as we don't know if she's had Carl declared incompetent, the validity of any form he signs might be questionable.
>
> I do like the idea of a letter telling Drina that she may have no contact w/ mom (physical, verbal, visual, phone or electronic means) and she is not to enter mom's house. She can bring Carl to visit mom, but she must remain outside the house - any violation of this letter will be considered harassment and the police will be called if she does not comply. I would also like to add in the letter that Carl's inheritance will be put into a Personal Asset Trust for his care and living expenses - I think this information might be enough to tip her hand.
>
> I would also like to ask Candace, what this letter would do for us legally - like if we did end up calling the police would the letter lend any credence to our case?

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I won't do anything until we can come upon an agreement as what to do - I can also write this letter in the role of mom's power of attorney (which she signed last year).

I spoke w/ mom about the whole situation; she listens to reason and can understand our concerns for Carl, and will sign the changes to the trust next week. I have been very forthright in explaining the changes in the trust to her, and that they would be done in order to minimize any pathway that Drina might have to Carl's money. The changes are not to penalize Carl, but to ensure the money goes for his care. I told her to "just say No" to Carl or Drina if they brought up the trust or money and to refer them to me. I reminded her that she isn't trustee anymore and doesn't have access to the trust accounts - she seems fine w/ everything, and expressed no desire to put Carl back on as a trustee. I told her that in the event she did that, that it would not be fair to the rest of us, as we would end up having to deal w/ Drina, not Carl. Mom begrudgingly admits to knowledge of the unpleasantness of this whole situation and Drina's past behavior since Carl has been ill, but I think she is really naive regarding the lengths to which Drina may go through to get Carl's inheritance.

From: Candace Curtis [mailto:occurtis@sbcglobal.net]
Sent: Tuesday, March 08, 2011 5:31 PM
To: Amy; Anita; Carole Brunsting
Subject: New Development

Hi All --

I'm sure you've heard by now about today's incident. I received a TM from Tino who said Carl and Drina went over to Mother's today and that I should call Robert, so I did. As we were talking he kept remembering things that had been said. I told him to write that stuff down because it was all important and all of us need to know what was said.

The time has come to deliver the news to Carl and Drina. Please put your heads together and quickly calculate what CARL would receive monthly for the next 30 years. Since you cannot be sure they receive the information if you email it, and you cannot reason with the moron on the phone, certified mail return receipt requested is the best way to send the information. Put in your correspondence that the first check will be sent on such-and-such date. You can offer to automatically put the $$$ into their account each month.

It's that simple. Once that is done we can all wash our hands of it and just wait and see how it plays out.

I know we would all like to have some visitation and/or phone privileges, but, frankly, the only condition should be that they have to stay away from Mother. I suspect she might actually run off when she realizes that she will have to make some major changes. She probably tells Carl that she WILL

07220e5:08b3:e017

leave if he can't get his money, causing extreme duress and mental stress. The bitch told Mother that Carl worries about the money all of the time, day and night. I still don't think he has regained much cognitive reasoning, so whatever he worries about and says must come from her. We can continue to hope that one day Carl will recover some of his brain power. Maybe he'll wake up one morning and she'll say something hateful about his family and that will be it. Bye, Bye Drina.

I understand Mother has actually gone without her oxygen bottle attached for a couple of hours here and there. Robert said she was a little upset after the visit. This breaks my heart. She said something to Robert about never having children. It is unfair to Mother to even allow Drina in her home. If there's a next time Robert or Tino should make her wait in the car.

After you have written the letter to Carl (I wouldn't even put Drina's name on it), one, two, or all of you should meet at Mother's to show her the letter before Carl and Drina have a chance to start harassing her over the contents of the letter. It's really not an option for Carl to submit bills to be paid and Mother has spent enough of her own money on his care already. Just give him his monthly stipend and let them worry about how they are going to live within their means. It is what it is.

Call me with your thoughts. ...

Love you all,

C

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07222015:0815:P0173

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Exhibit 6

07222015 08:50:20 74

From: Carole Brunsting
To: Candace Curtis
Subject: Re: APS
Date: Thursday, January 20, 2011 7:10:10 PM

Carl called Mother tonight, but you probably already know that.

--- On **Thu, 1/20/11, Candace Curtis <*occurtis@sbcglobal.net*>** wrote:

> From: Candace Curtis <occurtis@sbcglobal.net>
> Subject: APS
> To: fvaquera@hotmail.com, r.cantu1970@gmail.com, "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
> Date: Thursday, January 20, 2011, 10:38 AM
>
> All --
>
> I called Tuy at APS just now. I asked him to go to Carl's house and see with his own eyes that Carl is okay and not cowering in a corner with a dirty diaper. He was unaware that Carl had gone home last Friday, although I called him last Friday and told him. He keeps reiterating that he has talked with everyone and does not see any sign of medical neglect. I explained that another concern is that he is being abused in other ways, since no one has heard from him in almost a week. He has agreed to go to their house, although he would not give me a date certain. I'm going to call him again towards the middle of next week. If he has not gone over, and we still have not had any type of contact from Carl or Drina, I will escalate this to the next level and speak to Tuy's supervisor.
>
> Later,
>
> C

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07222015 08:40:15

From: Carole Brunsting
To: Amy; Anita; Candace Curtis
Subject: Re: Newest Developments
Date: Thursday, March 10, 2011 1:40:44 PM

After I get off work I am going to pick up Tino and go over to Carl's and see if I can get him out of there.

--- On **Thu, 3/10/11, Candace Curtis <*occurtis@sbcglobal.net*>** wrote:

> From: Candace Curtis <occurtis@sbcglobal.net>
> Subject: Newest Developments
> To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
> Date: Thursday, March 10, 2011, 1:04 PM
>
> All --
>
> Please let me know if and when you want me to do something. I will call APS if you think it is appropriate. I guess we're all just waiting to see what happens. In some ways it might have been good to have the PI there when they leave the house to go to the doctor. If she's beating him and screeching at him all the way to the car, etc. we would have it on film to support our case. Maybe we can work this out to finally take over as Carl's guardian(s). Then, if she walks, we can get them divorced due to abandonment and she is out of the picture entirely. If he has enough brain function to call Mother a second time and ask for Marta's number, the light bulbs may be starting to come on in his head. My heart is breaking for him all over again.

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20220315:080152:P14676

From: Anita Brunsting
To: "Amy Tschirhart"
Cc: "Carole Brunsting"; "Candace Curtis"
Subject: RE: Attorneys
Date: Thursday, March 17, 2011 8:58:52 AM

Talked to Warren Cole's firm ; am waiting on a call back from Burgower and Bosker (the one Vacek gave me).

Cole's rates: initial consult: $750, hourly rate $500. He's been practicing for over 35 years. I talked to an associate and after I explained our situation, she said very confidently that he's seen everything and that this case would not be unusual to him. She even started rambling off some procedures that we'd probably have to start w/ - so I felt pretty good about this one - just don't know about the costs.

I've looked all of them up on the internet, Bosker's only been practicing a little over 10 years, and he's not board cert in anything, so not sure about him - though his firm is family law.

Burgower looks good; she's been practicing since 1985 - family law; teaches at South Texas College of Law ; but I'm waiting on a call back.

From: Amy Tschirhart [mailto:at.home3@yahoo.com]
Sent: Wednesday, March 16, 2011 4:24 PM
To: Anita Brunsting
Subject: Attorneys

Hi Anita,
Here are the two names my attorney gave me. Both are certified Family Law Specialists.
Warren Cole 713-275-4444
Wendy Burgower 713-529-3982

Ken suggested calling Warren first. Is Carol going to contact the attorney or do you want me to? If I do it, I need to know when Carol is available to meet with him. I also would like a list of question from everyone so I can cover all the bases. If you or Carol contacts the attorney, please tell them that Ken Brazle (pronounced Brazz-ul) referred us to him.
Thanks,
Amy

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07222015:0813:P01477

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From: Anita Brunsting
To: "Amy Tschirhart"; "Carole Brunsting"; "Candace Curtis"
Subject: more on attys and guardianship
Date: Thursday, March 17, 2011 2:13:29 PM

http://www.texasguardianship.org/guardianship.html

The link above is a good source of info if you haven't seen it yet.

I talked w/ Bret Bosker and he said we needed someone w/ experience in Probate Code, because Probate Court is where guardianship will be argued/decided. I gave him the 2 names of the attys Amy gave and he said they're both excellent (and expensive), but he said he was not sure as to their experience w/ guardianships/probate, but he said we could talked to them about that. He was also going to see if he could find me the name of an atty w/ direct probate experience. So it looks like we have to do 2 steps, 1st get guardianship and 2nd do the divorce if it comes to that. Unfortunately, if you read the website, the spouse is considered 1st in line for guardianship which is why it could be messy to sue for guardianship while they're still married. However, if she plans on divorcing him, then next of kin would be inline and that would be Marta - I think we could talk her out of it as she has expressed no interest in taking care of her father - so after Marta, it would be one of us.

I did tell him that everyone says getting guardianship is expensive, and I asked him "how much is considered expensive" $50,000 or a million? He said he couldn't answer that, but that the atty we went with should be able to give us an idea.

Still waiting to hear back from Cole and Burgower.

Anita

07222015 08:30:03

From: Carole Brunsting
To: Anita Brunsting; Amy Tschirhart; Candace Curtis
Subject: Re: atty for guardianship
Date: Friday, March 18, 2011 11:58:47 AM

I think that Drina has always projected her own family issues onto ours. She was completely distanced from her own family until a year ago when her brother passed away and now she is talks about the relationship with her dad like they have been close forever which has not been the case.

She must have had some very bad things happen to her in her childhood and slowly but surely she twisted Carl's mind to go along with everything she did and said. I think you are right that this will have to play itself out to see what she does. She has been waiting for the day she and Carl get the "big" trust payout and then it will be see you later chumps!

--- On **Fri, 3/18/11, Candace Curtis *<occurtis@sbcglobal.net>*** wrote:

> From: Candace Curtis <occurtis@sbcglobal.net>
> Subject: Re: atty for guardianship
> To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
> Date: Friday, March 18, 2011, 1:49 PM
>
> The Brunsting family has never been very demonstrative of their love for one another, but I chalk that up to being Dutch. What I cannot seem to wrap my arms around is the extreme coldness of Drina and Marta. They have always been limp when hugged and hugging is one of the best things in the world. One power hug and all my cares fly out the window. I believe it must be a genetic brain chemical imbalance in Drina's family. She has spent her life with Carl trying to distance HIM from his family and turn him into a cold fish like her. How did she ever get pregnant in the first place? Maybe we should try to get some DNA from Marta and Carl and do a paternity test. Wouldn't it be something if he wasn't her father??????????
> LOL
>
> Frankly, as long as the trust is safe, we should probably just let nature take its course and sooner or later we will get Carl out of their clutches and into ours. He might be pissed off for awhile, but I have some small faith that once he can reason better he will see that we only seek what is best for him in the long run BECAUSE WE LOVE HIM. Once he is able to reason and be reasoned with, and has regained some control of his life, if he chooses to go back to his moron wife and their moron spawn, I will mourn him as if he were dead. Until such time I will assume that, somehow, at some point in his recovery, he will realize how miserable the bitch has made his life. He might see that all she has ever cared about is money and how to avoid having to go out and earn some.
>
> If asked, Carl would probably say no to coming out here to live with us, even though it might be the very best thing for him. He should never feel like he has been "dumped" on anyone. I think he would have a lot more stimulation out here. He does love the Bay Area and after a short time he might gain some real incentive to

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get well.

From: Anita Brunsting <akbrunsting@suddenlink.net>
To: Carole Brunsting <cbrunsting@sbcglobal.net>; Candace Curtis <occurtis@sbcglobal.net>; Amy Tschirhart <at.home3@yahoo.com>
Sent: Fri, March 18, 2011 8:59:24 AM
Subject: atty for guardianship

Ok, I think I may have found an atty who could handle the guardianship issue. She was recommended to me by the Burgower firm that Amy's lawyer had given her - the Burgower firm does not do guardianship cases. This atty's name is Ellen Yarrell; her offices are in the Galleria area; she charges an initial consult fee of $350 for 1 hr of her time, and probably requires an retainer of $2000. Her paralegal (Elizabeth) said that she's handled cases like this before (where an impaired person has been divorced by their spouse). I asked about the expense and she said that Yarrell could give us a better idea after the consult and it depends on whether the guardianship would be contested (so that depends on whether we fight Drina now, or wait to see if she'll divorce him and then we're facing Marta (if she pursues it)). I got the feeling that "expensive" meant more like $50,000 not $1 million.

I thought of another plus on our side if Drina divorces him - Drina will probably expect him to come live w/ mother - so if he's w/ us and not his daughter that lends more credence to our side for guardianship (possession is 9/10's of the law?).

I also talked to mom last night and told her what was going on. I asked her if she was ok w/ using her money to pay for Carl's legal fees and of course she said yes.

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From: Carole Brunsting
To: Amy; Anita; Candace Curtis
Subject: Re: Mentis
Date: Wednesday, April 27, 2011 7:24:00 PM

Drina confirmed that Carl is supposed to be going there on May 11th or 12th. Shamika took him to the driving range yesterday and he hit a bucket of balls and seemed to enjoy it. Tino and I may take him golfing on Friday. Carl is still not sleeping more that a few hours each night so maybe this place can fix that for him.

--- On **Wed, 4/27/11, Candace Curtis <occurtis@sbcglobal.net>** wrote:

> From: Candace Curtis <occurtis@sbcglobal.net>
> Subject: Mentis
> To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
> Date: Wednesday, April 27, 2011, 1:14 PM
>
> All --
>
> I just finished reading the Mentis information on their website. WHAT A WONDERFUL PLACE. Reading about it brought tears to my eyes. This is the type of facility we have all been pushing for since Carl got out of TIRR. Carole, you even suggested that this is where TIRR recommended Carl go when he left there. If this is true, Drina did not and is NOT following orders. If that moron had hooked up with these people from the get go, she wouldn't be experiencing the meltdowns and Carl might be halfway to good as new. It would have saved the tremendous amount of money spent on caregivers. Once he is released from Mentis he most likely would be able to go home and live on his own, with or without the moron. He still has his family as support, despite all the water under the bridge today.
>
> Please, please, please let me know if there is anything I can do to help get him in there. I will contact APS again if you can give me any new facts to report. If Carl could be evaluated by a real neuropsyche doctor and not the moron's own shrink, I believe the Mentis (or similar) recommendation would be reiterated and then, if she failed to follow doctor's orders AGAIN, we would have our evidence for APS.
>
> Review of the previous APS fiasco leads me to believe that Drina was following doctor's orders of the doctors SHE chose for Carl - none of which were appropriate for his situation. He should have his own personal neurologist/psychiatrist who would have been seeing him regularly, in or out of a facility. With the moron sailing the ship Carl has been denied even basic medical care.
>
> Amy and I talked about me kidnapping Carl and bringing him home with me. As silly as this sounds, it is still an option. I am sure there are equitable facilities here in California. The difficulty would be getting the insurance information out of the moron and keeping me out of prison. The moron is the one who should be in prison - seriously. If the homeless woman who used her friend's address to put her child in a good school gets 20 years in prison and a $1,000 fine, it will be a travesty of justice. I have no doubt this will happen, so how is it that the moron can get away with real

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crimes against her husband, that may ultimately cause his demise, and not have to answer for it in court?

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Exhibit 7

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07/22/2015:08:13:PDT 83

From: Marta Brunsting <sweetpaige2083@yahoo.com>
To: Candace Curtis <ccurtis@erscorp.us>
Sent: Thu, January 13, 2011 3:01:30 PM
Subject: Re: Your Dad

Dad has seen several doctors the past couple months, including the Chief of Neurology and Chief of Rehab at St. Luke's hospital. The Chief of Rehab has written an order for him to attend outpatient therapy. Mom is following up on that now and he will go as soon as insurance approves it. He is gaining weight, sleeping better and his anti-depressant seems to be helping his outlook on things. He also has an appointment to see a psychiatrist that was recommended by both of the doctors at St. Luke's.

His condition is very complex and changes constantly. This has been the worst 6 months of our lives and we are mourning a living man who was our father and husband. He has improved, but this has been and continues to be a slow and very painful process.

There is no simple solution to this. He claims while at his stay at TIRR, (which is supposed to be one of the best rehab hospitals in the country), that he was abused by the night staff. Of course, they denied any mistreatment that and we had no actual proof. While at TIRR, he got hooked on prescription medications, didn't sleep at night and had hospital aquired infections one right after the other.

He will not be staying with your mother any longer. He is coming home and HIS FAMILY will figure out what next steps we need to take to get him better.

I find it hard to believe that any of you actually care about his welfare. All this family knows how to do is gossip, back-stab and conspire against one another. It is all completely sick and dysfuctional. Someone called Adult Protective Services on my mother and I don't doubt that it was one of your sisters. Anita called CPS on Amy years ago because she felt she was an unfit mother. If it were not for my dad telling Anita that she had made a terrible mistake, Amy might not have her kids. To my knowledge, Amy is not even aware of this.

You have not been down here for any of his recovery.

You have not spent endless hours with him in ICU and the hospital.

You have not witnessed the change in his mental & physical state as well as his personality.

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No one wants him back more than my mom and I.

I am not answering any more emails or phone calls. This is harassment.

--- On **Wed, 1/12/11, Candace Curtis** <*ccurtis@erscorp.us*> wrote:

From: Candace Curtis <ccurtis@erscorp.us>
Subject: Your Dad
To: sweetpaige2083@yahoo.com
Date: Wednesday, January 12, 2011, 5:25 PM

Dear Marta,Happy New Year! I hope you, Ryan and your beautiful daughter are doingwell. All of the California clan are looking forward to a great 2011.Being so far away from the situation with Carl has its advantages anddisadvantages. I only know what people tell me and what I can gather fromthe brief, infrequent, phone conversations I have with Carl. I am sick todeath by what I have been hearing since Carl was stricken with encephalitisMORE THAN 6 MONTHS AGO.My concern stems from the fact that Carl is not receiving the care andrehabilitation he needs to get his life back. He is floundering, literallyand figuratively, and NO ONE seems to have the time, energy, or wherewithalto make the next phase of rehabilitation happen. Carl cannot do it alone,even if he wants to, which apparently he doesn't. Consequently, he needs to be in a facility, RIGHT NOW. The longer he goes without aneuropsychological evaluation and proactive rehabilitation and therapy, theharder it will be for him to recover his brain function.I care very deeply about my only brother and find that I can no longer juststand by and wait for someone to move forward in getting him the help he sodesperately needs. Unfortunately, without a court order, my hands are tied.In my very narrow view, it appears that the rest of the family, includingyour Mother, cares only about money and how others live their lives.I WANT MY BROTHER BACK. I WANT YOU TO HAVE YOUR FATHER BACK. I WANT HALEYTO BE ABLE TO ENJOY HER GRANDPA. I WANT YOUR MOTHER TO HAVE HER HUSBANDBACK.I WANT YOU TO HELP ME MAKE IT HAPPEN. PLEASE.I know you are busy with work, home, and family. I've been there and donethat - twice. I'm only asking for your support in my efforts to get Carl ontrack to recovery. Carl's future and well-being is ALL that matters to meand I will do whatever it takes to get him back!XOXO,Aunt CandyCandace L. CurtisProject AdministratorERS Corp1600 Riviera Avenue, Suite 310Walnut Creek, CA 94596TEL: (925) 938-1600 x 100CELL: (925) 759-9020FAX: (925) 938-1610 ccurtis@erscorp.us

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No. 412,249

IN THE ESTATE OF	§	PROBATE COURT
NELVA E. BRUNSTING	§	NUMBER FOUR (4)
DECEASED	§	HARRIS COUNTY, TEXAS

REPORT OF TEMPORARY ADMINISTRATOR PENDING CONTEST

On July 24, 2015 an Order of this Court, signed by Judge Christine Butts on July 23, 2015, was filed in the above styled and numbered case. In this Order the Court stated that Greg Lester was appointed Temporary Administrator Pending Contest of this estate. The Court directed that Greg Lester will report to the Court regarding the merits of the claims in this case on or before the expiration of this Order. The Order will expire on or about January 20, 2016, which is 180 days after the date that the Order was signed.

BACKGROUND

The Brunsting Family

Nelva and Elmer Brunsting were married and had five (5) children: Candace Louise Curtis (" Candace"), Carol Ann Brunsting (" Carol"), Carl Henry Brunsting ("Carl"), Amy Ruth Tschirhart ("Amy") and Anita Kay Riley ("Anita").

The Brunsting Family Living Trust

Elmer Brunsting and Nelva Brunsting (herein referred to as "Settlors") created the Brunsting Family Living Trust (the "Trust") on October 10, 1996. The Trust was subsequently restated in its entirety on January 12, 2005. A copy of the Restatement of the Brunsting Family Living Trust ("Restatement") is attached hereto as the first exhibit.

The Trust could be amended during the lifetime of the original Settlors. However, once a Settlor dies, the Trust could not be amended except by court order.

Each Settlor could provide for a different disposition of their share of the Trust by executing a qualified beneficiary designation for that person's share alone.

Trustees of the Brunsting Family Living Trust

The initial trustees of the Trust were Elmer Brunsting and Nelva Brunsting. The Restatement provided that if both original Co-Trustees failed or ceased to serve, then Carl Henry Brunsting and Amy Ruth Tschirhart would serve as Co-Trustees.

Each original Trustee has the right to appoint successor trustees to serve in the event the original Trustee ceases to serve by death, disability, or for any reason, and may specify any conditions on the succession and service as may be permitted by law. The Restatement also provided that the original Trustees may each remove any trustee they have individually named as their respective successor.

On September 6, 2007, a First Amendment to the Restatement to the Brunsting Family Living Trust was executed by Settlors which changed the succession of successor trustees, a copy of which is attached hereto as the second exhibit. This document appointed Carl Henry Brunsting and Candace Louise Curtis as successor co-trustees if both original Trustees fail or cease to serve. If either Carl Henry Brunsting or Candace Louise Curtis should fail or cease to serve, then the remaining successor trustee would serve alone. If neither successor co-trustee is able or willing to serve, then The Frost National Bank shall serve as the sole successor trustee. The First Amendment effectively removed Amy Ruth Tschirhart as the successor co-trustee and substituted Candace Louise Curtis in her place and stead.

Elmer Brunsting died on April 1, 2009, and after her husband's death, Nelva Brunsting served alone as the original trustee.

On December 21, 2010, Nelva Brunsting exercised her right to designate a successor trustee. Nelva Brunsting executed an Appointment of Successor Trustee, a copy of which is attached hereto as the third exhibit. The Appointment of Successor Trustee stated that if Nelva Brunsting resigned as Trustee, then Anita Kay Brunsting would serve as successor trustee, Amy Ruth Tschirhart would serve as the second successor, and The Frost National Bank as the third successor. If Nelva Brunsting fails or ceases to serve as trustee because of her death or disability, then Anita Kay Brunsting and Amy Ruth Tschirhart would serve as successor co-trustees.

On the same date, on December 21, 2010, Nelva Brunsting also exercised her right to resign as Trustee. Specifically, Nelva Brunsting resigned as Trustee of the Trust, the Nelva Brunsting Survivor's Trust and Elmer Brunsting's Decedent's Trust and appointed Anita Kay Brunsting as trustee of the aforementioned Trusts.

Split of Brunsting Family Living Trust into the Survivor's Trust and the Decedent's Trust

After Elmer Brunsting's death on April 1, 2009, the Trust split into two trusts—the Nelva Brunsting Survivor's Trust (the "Survivor's Trust") and the Elmer Brunsting Decedent's Trust

(the "Decedent's Trust"). Nelva Brunsting, as the original Trustee, served as Trustee over both the Survivor's and Decedent's Trusts.

There is no power of appointment related to the Trust which was exercised by Elmer Brunsting prior to his death on April 1, 2009.

Pursuant to the Restatement, the beneficiary of the Survivor's Trust, Nelva Brunsting, had an unlimited and unrestricted general power of appointment over the entire principal and any accrued but undistributed income of the Survivor's Trust. This general power of appointment was very broad, and granted the survivor the power to appoint the Survivor's Trust to anyone, outright or in trust, in equal or unequal proportions.

The Decedent's Trust would terminate at the surviving Settlor's death or on the death of Nelva Brunsting. Pursuant to the Restatement, the survivor had a limited testamentary power of appointment to appoint the undistributed principal and income to the descendants of the Settlors only. While Nelva Brunsting (as the surviving Settlor) was restricted to only appointing the assets to her descendants, the assets of the Decedent's Trust could be appointed by Nelva Brunsting (as the surviving Settlor) to her descendants in any proportion and on terms and conditions as the survivor elects.

Nelva Brunsting's June 15, 2010 Qualified Beneficiary Designation and Exercise of Power of Appointment

On June 15, 2010, Nelva Brunsting executed a Qualified Beneficiary Designation and Exercise of Power of Appointment under Living Trust Agreement, a copy of which is attached hereto as the fourth exhibit. This document exercised Nelva Brunsting's general power of appointment over the Survivor's Trust and her limited power of appointment over the Decedent's Trust.

Specifically, Nelva Brunsting's exercise appointed the Survivor's Trust and Decedent's Trust to be distributed equally among Nelva and Elmer Brunsting's five (5) children: Candace Louise Curtis, Carol Ann Brunsting, Carl Henry Brunsting, Amy Ruth Tschirhart and Anita Kay Riley. This document also expressed Nelva Brunsting's intent that upon the death of Nelva Brunsting, any funds advanced to Nelva Brunsting's descendants would be deducted from that particular descendant's share of assets received from the Survivor's Trust and Decedent's Trust.

Nelva Brunsting's August 25, 2010 Qualified Beneficiary Designation and Exercise of Power of Appointment

On August 25, 2010, Nelva Brunsting executed a Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement, a copy of which is attached hereto as the fifth exhibit. This document appears to have superseded the June 15,

2010 Qualified Beneficiary Designation and Exercise of Power of Appointment under Living Trust Agreement.

In this document, Nelva Brunsting exercised her general power of appointment over the Survivor's Trust and her limited power of appointment over the Decedent's Trust. The document stated that the Trustee would pay the balance of both the Survivor's and Decedent's Trust equally to each of her five (5) children: Candace Louise Curtis, Carol Ann Brunsting, Carl Henry Brunsting, Amy Ruth Tschirhart and Anita Kay Riley, and such assets would be held in a separate Personal Asset Trust for the benefit of each of her children. With the exception of Carl and Candace, each descendant would be the trustee of their own Personal Asset Trust. Specifically, Amy Ruth Tschirhart, Anita Kay Brunsting and Carol Ann Brunsting would each be the trustee of their own Personal Asset Trust. Anita Kay Riley and Amy Ruth Tschirhart were appointed the co-trustees of the Personal Asset Trust for Carl Henry Brunsting and the Personal Asset Trust for Candace Louise Curtis. The document also detailed the administrative provisions relating to the Personal Asset Trusts for Nelva and Elmer Brunsting's descendants.

The major change that resulted from the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement was that Carl Henry Brunsting and Candace Louis Curtis could not elect to be the individual trustee of their own Personal Asset Trusts. The August 25, 2010 document also provided different administrative provisions for the trusts created for the descendants than those provided under Article X of the Restatement.

Notably, the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement contained a no contest clause which provided a lengthy list of prohibited actions that would fall under such no contest clause. The no contest clause provided that any beneficiary who took such prohibited actions would forfeit their share and be treated as if they predeceased Nelva and Elmer Brunsting.

The Death of Nelva Brunsting

Nelva Brunsting died on November 11, 2011, and the Survivor's Trust and Decedent's Trust terminated and were to pass to the Personal Asset Trusts for Candace Louise Curtis, Carol Ann Brunsting, Carl Henry Brunsting, Amy Ruth Tschirhart and Anita Kay Riley. As detailed above, these Personal Asset Trusts were created pursuant to Nelva Brunsting's August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement.

CLAIMS

The Probate Court Claims Filed by Carl Henry Brunsting and Candace Louise Curtis

Carl Henry Brunsting and Candace Louise Curtis have filed claims against Anita Kay Brunsting, Amy Ruth Brunsting (previously Tschirhart) and Carole Ann Brunsting in the Estate of Nelva E. Brunsting, Deceased, pending in Harris County Probate Court Number Four (4) under Cause Number 412,249 (hereinafter referred to as the "Probate Court Claims").

Carl Henry Brunsting and Candace Louise Curtis' Probate Court Claims are twofold. First, individual tort claims have been asserted against Anita Kay Brunsting, Amy Ruth Brunsting (previously Tschirhart) and Carole Ann Brunsting for actions taken either in their fiduciary capacity or purported actions taken which have harmed Carl and Candace. The second category of Carl and Candace's Probate Court Claims relate to requests for declaratory relief in construing the Brunsting Family Living Trust.

The Probate Court Claims that include individual tort claims against Anita Kay Brunsting, Amy Ruth Brunsting and Carole Ann Brunsting contain multiple questions of fact, which are within the province of the jury. Specifically, Carl Henry Brunsting asserted the following tort claims:

1. Breach of fiduciary duty
2. Conversion
3. Tortious interference with inheritance rights
4. Constructive Trust over Trust assets
5. Fraud, specifically, misrepresentation of facts to Decedent (it is questionable whether Carl and Candace have standing to pursue these claims)
6. Civil Conspiracy
7. Demand for accounting of the Trusts and non-probate accounts
8. Liability of Anita Kay Brunsting, Amy Ruth Brunsting and Carole Ann Brunsting under Texas Property Code § 114.031
9. Removal of Trustees
10. Request for Receivership

The Probate Court Claims asserted by Candace Louise Curtis are as follows:

1. Breach of fiduciary duty
2. Fraud resulting from misrepresentation of material facts to Candace
3. Constructive fraud
4. Money had and received
5. Conversion
6. Tortious interference with inheritance rights
7. Unjust enrichment

8. Civil Conspiracy
9. Demand for accounting of the Trusts and non-probate accounts

As a result of the above Probate Court Claims containing questions of fact within the province of the jury, the Temporary Administrator has refrained from evaluating such claims.

The questions of law presented in both Carl Henry Brunsting and Candace Louise Curtis' requests for declaratory relief contained in the Probate Court Claims are as follows:

1. Was Nelva Brunsting's December 21, 2010 Resignation of Original Trustee and Appointment of Successor Trustee valid?

2. Were the June 15, 2010 and August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement an inappropriate alteration of the terms of the Trust?

3. Did the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement appoint all of the Trust property?

4. Did the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement revoke the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement?

5. Is the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement effective?

6. Do the pleadings filed by Carl and Candace violate the No Contest Clause and is the No Contest Clause void as against public policy?

Based on the powers granted to Nelva Brunsting in the Restatement, Nelva Brunsting appears to have appropriately exercised her right to resign as the original Trustee of the Trust on December 21, 2010, and appointed the successor trustee, Anita Kay Brunsting.

While the Restatement provided that the Trust could not be amended after the death of Nelva or Elmer Brunsting, this did not preclude Nelva Brunsting from exercising her general and limited power of appointments over the Survivor's Trust and Decedent's Trust. Specifically, it appears that Nelva Brunsting appropriately exercised her general power of appointment over the Survivor's Trust and her limited power of appointment over Decedent's Trust by appointing the assets to her five (5) children in trust by and through the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement. The August 25, 2010 document appears to have superseded and replaced the June 15, 2010 Qualified Beneficiary

Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement. The Restatement granted Nelva Brunsting the power to appoint such assets in trust and place terms and conditions upon such assets as she desired, including her choice to designate trustees of the Personal Asset Trust of Carl Henry Brunsting and Candace Louise Curtis.

NO CONTEST CLAUSE PROVISIONS

Any claim by Carl Henry Brunsting and Candace Louise Curtis that Nelva Brunsting lacked capacity and/or was subject to undue influence when she executed the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement are questions of fact that are within the province of the jury. However, the no contest clauses in the Qualified Beneficiary Designation and in the Restatement must be considered.

Section "A." of "MISCELLANEOUS PROVISIONS" of the Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement is a no contest clause that would disinherit any person who, among other things, makes the claims stated above. The provisions of this no contest clause include language that the no contest clause applies even if a court finds that the judicial proceedings in question originated in good faith and with probable cause. This Court will have to rule on the validity of this provision.

Article XI, Section C., of the Restatement is also a no contest provision. The provisions of this no contest clause are similar in result to those stated above in the Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement. Therefore, a successful claim that Nelva Brunsting lacked capacity would still be subject to the no contest provisions of the Restatement. In this event the Court would have to rule on the validity of this provision of the Restatement. In both documents the provision is well written.

A decision by the Court upholding either no contest provision might resolve all other issues.

The Lawsuit of Carl Henry Brunsting in the District Court Proceeding

Carl Henry Brunsting, in his capacity as Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting, filed claims against Defendants Candace L. Kunz-Freed, Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC (collectively the "Defendants"). These claims of Carl Henry Brunsting were filed in the 164th District Court of Harris County, Texas (hereinafter referred to as the "District Court Claims").

Carl Henry Brunsting asserted the following District Court Claims against Defendants in his live pleading, Plaintiff's Third Amended Petition:

1. Negligence
2. Negligent misrepresentation
3. Breach of fiduciary duty
4. Aiding and abetting

5. Fraud
6. Conspiracy
7. Deceptive Trade Practices Act ("DTPA") violations

Carl Henry Brunsting also pled tolling, fraudulent concealment and the discovery rule. Carl Henry Brunsting sought damages of actual damages, forfeiture of fees, treble damages and punitive damages, in addition to his attorney's fees.

Carl Henry Brunsting's District Court Claims center around the changes Nelva Brunsting made by and through the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement and the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement.

In response to Plaintiff's District Court Claims, Defendants filed a Motion for Traditional and No–Evidence Summary Judgment on the following bases:

1. Carl Henry Brunsting improperly fractured his legal malpractice claims against Defendants;
2. Carl Henry Brunsting's DTPA claim is barred by the professional services exemption; and
3. Carl Henry Brunsting's negligent misrepresentation claim and DTPA claim fail because Carl Henry Brunsting admits he is not aware of any misrepresentations made by Defendants.

Defendants also moved for a No-Evidence Summary Judgment on the basis that Carl Henry Brunsting has no evidence supporting one or more of the elements on the claims he has asserted.

A Notice of Vacancy of Party and Motion to Abate Proceeding was filed by counsel for Carl Henry Brunsting. Carl Henry Brunsting has filed a resignation as executor of the aforementioned estates. Until a successor executor is appointed, there is no plaintiff to pursue the action against Defendants and no plaintiff to respond to Defendants' summary judgment motions. The issue of who will serve as the successor executor of the Estate of Nelva E. Brunsting and the Estate of Elmer Brunsting must be resolved prior to resolving the claims against Defendants.

A Motion to transfer the district court matter to the probate court where both estates are pending has also been filed, but not yet ruled upon.

DAMAGES

Actual damages, of course, are disputed. However, the actual distributions from the Trust after Nelva resigned until shortly after she died seemed to be reasonably well documented. Previously an independent investigation resulted in a listing of the payments made from the trust.

This **REPORT OF MASTER** that was prepared in the case filed in the Southern District of Texas federal court case has the details of the Trust's income, expenses and distributions of stock. A copy of this report is attached hereto as the sixth exhibit.

From this and from changes in the assets of the trust during the period in question the damages can be determined and are basically in three categories.

Transfers of Stock

2,765 shares of Exxon Mobil stock were transferred as follows:

	1, 120	Amy
	160	Anita
	160	Candace
	1, 325	Carol
TOTAL	2,765	

675 shares of Chevron stock were transferred as follows:

	135	Anita
	135	Amy's daughter
	135	Amy's son
	135	Anita's daughter
	135	Anita's son
TOTAL	675	

It is easy to see that these distributions of stock were not evenly distributed to the five siblings. I have been told that the distributions were in fact early distributions of the recipients share from their future trusts. This could be resolved by giving those siblings that did not receive an equal amount at the time of the distributions an equivalent amount of money to settle the dispute. Of course the issue is further complicated by the fact that the value of the two stocks has changed since the time of the distributions. The proper way to determine the amount to be distributed might be to use the value of the stock on the date of the original distributions or the value on the date that money is paid to the damage sibling, whichever is greater.

Payments To/For Family

Approximately $108,000 were paid to or for the benefit of Amy, Anita and Carol or disputed expenses including approximately $41,000 of trustees' fees and approximately $36,000 of legal fees.

Payments To Carol for Nelva's Care

Approximately $160,000 was paid to Carol during the period in question. I was told that Carol was the primary sibling responsible for Nelva's care.

SUMMARY OF DAMAGES

It seems unwise to have made the stock distributions. However, this can be resolved by equalizing the distributions to all the siblings. The issue of trustees' fees can be resolved by comparing the fees to those that are considered as reasonable fees in similar circumstances. The legal fees are obviously justified and will surely increase. The amounts paid to Carol can be examined but should be liberally considered as attributed to Nelva's care and maintenance.

CONCLUSIONS

All of the legal actions taken by Nelva were within her authority under the broad provisions of the Restatement. Unless Nelva is found to have been incompetent at the time that her legal actions were taken all of the changes made in these documents apply in these proceedings.

If Nelva was incompetent at the time that she took these legal actions then a successor trustee would have been appointed under the terms of the Restatement. No claim of her being incompetent was made at that time.

Furthermore, if Nelva had been incompetent the plaintiff in the District Court case would likely have to show that the defendants knew that she was incompetent. For this and other reasons the case should be moved to the Probate Court.

There are damages for the unequal distribution of the shares of Exxon Mobil and Chevron stock. There may be damages for some of the expenditures for trustees' fees and for payments to Carol. These matters should be resolved by agreement. This may require mediation. The considerable legal fees involved in a trial far outweigh the expenses of a mediation and any compromises made by the parties at the mediation.

RECOMMENDATIONS

1. Remove the District Court case to the Probate Court. It is important that there not be different results for the same or similar issues that are in the cases currently in the Probate Court.
2. Require mediation. Point out the huge savings that will result from a mediation versus a trial. Possibly, inform the parties that the Court will rule on the no contest clause first if the matter is not settled in the mediation. Since this ruling could go either way both sides would have considerable incentive to settle. A ruling in favor of the no contest clause would essentially make the matters moot and the plaintiffs would take nothing and lose their inheritance.

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NO. 412.249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting	§	IN PROBATE COURT
vs.	§	
ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS	§	NUMBER FOUR (4) OF
	§	HARRIS COUNTY, TEXAS

NOTICE OF ORAL HEARING

UNOFFICIAL COPY

0724201511:50:57

PLEASE TAKE NOTICE that a hearing on Carl Henry Brunsting's Motion for Protective Order has been set in the above-referenced matter on August 3, 2015 at 11:00 a.m. in Harris County Probate Court Number Four (4).

Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless

Bobbie G. Bayless
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Attorneys for Drina Brunsting, attorney-in-fact for Carl Henry Brunsting

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 23rd day of July, 2015, as follows:

Bradley Featherston
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
via Telecopier

Stephen A. Mendel
Neal Spielman
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Darlene Payne Smith
Lori A. Walsh
Crain, Caton & James, P.C.
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via Telecopier

Candace Curtis, *Pro Se*
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American Canyon, California 94503
via Email

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

UNOFFICIAL COPY

NO. 412,249-401

CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
	§	
Plaintiff,	§	
	§	
V.	§	**NUMBER FOUR (4) OF**
	§	
ANITA KAY BRUNSTING, ET AL	§	
	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

PLAINTIFF CURTIS' RESPONSE TO DEFENDANTS' NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT AND MOTION AND DEMAND TO PRODUCE EVIDENCE PURSUANT TO EVIDENCE CODES §§1002, 1003

TO THE HONORABLE PROBATE COURT:

Plaintiff Candace Louise Curtis (Curtis) brings her response to the No-Evidence Motion for Partial Summary Judgment filed jointly by Defendants Anita Brunsting and Amy Brunsting, and will respectfully show that more than a scintilla of evidence exists as to a genuine issue of material fact relating to the existence, authenticity, and validity of an instrument referred to as the 8/25/10 QBD, as hereinafter more fully appears.

TRUST CHRONOLOGY

In 1996 Elmer Brunsting and his wife Nelva Brunsting created The Brunsting Family Living Trust for their benefit and for the benefit of their 5 children (The Trust).

In 2005 Elmer and Nelva restated their trust, completely replacing the original 1996 trust (Restatement).

In 2007 the first and only Amendment to "The Trust" was signed by both Elmer and Nelva, and replaced Amy with Candace as successor co-trustee with Carl (Amendment).

Allegedly, an Appointment of Successor Trustees was executed July 1, 2008 appointing Anita as successor co-trustee with Carl. (7/1/08 AST)

The Brunsting Family Living Trust became irrevocable at the death of Elmer Brunsting on April 1, 2009, pursuant to Article III (B) of the Restatement, and could only be amended by a court of competent jurisdiction.

Upon the death of Elmer on April 1, 2009, The Elmer H. Brunsting Decedent's Trust (DT) was created as an irrevocable trust pursuant to Article III (B) and Article VII (A) of the Restatement, and could only be amended by a court of competent jurisdiction.

Also upon the death of Elmer on April 1, 2009, the Nelva E. Brunsting Survivor's Trust (ST) was created. The ST was revocable and amendable, pursuant to Article III Section (B) and Article VII Section (B)(1) of the Restatement.

On June 15, 2010, a "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", was introduced (6/15/10 QBD).

On August 25, 2010, a "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", was introduced (8/25/10 QBD).

Upon the death of Nelva, all of the aforementioned Trusts were to terminate, resulting in the creation of five equal (5) Personal Asset Trusts (PAT), one for each beneficiary.

OBJECTION NO. 1 ASSUMING FACTS - BEST EVIDENCE REQUIRED MOTION PURSUANT TO EVIDENCE CODES §§1002, 1003

There are legitimate questions regarding the existence and authenticity of the 8/25/2010 QBD instrument, as hereinafter more fully appears. Plaintiff Curtis objects to Defendants assuming facts not in evidence, and objects to Defendants' improper attempts at shifting the burden of bringing forth evidence onto Plaintiff(s).

Plaintiff Curtis further objects to the introduction of alleged copies and, therefore, pursuant to Evidence Code §§1002 & 1003, Plaintiff demands Defendants produce only the 8/25/2010 QBD actually signed by Nelva Brunsting, and herein moves the Court for an order that only the original instrument with the wet signed signature page be allowed in evidence on the following ground.

The Allegation of No-Evidence

Defendants' "Joint No-Evidence Motion for Partial Summary Judgment" alleges five (5) blanket no-evidence claims, without reference to a particular petition brought by a particular claimant. Defendants are clearly using the petition brought by Carl Brunsting as Executor of the Estate of Nelva Brunsting, and not the petition brought by Plaintiff Curtis, and do not distinguish although the petitions are plainly distinguishable. Defendants' no-evidence claims are:

1. Nelva's signature on the 8/25/10 QBD was forged.
2. Nelva lacked capacity when she executed the 8/25/10 QBD.
3. Nelva was unduly influenced into executing the 8/25/10 QBD.
4. Nelva was fraudulently induced into executing the 8/25/10 QBD.
5. Nelva executed the 8/25/10 QBD under duress.

Inherent in the first assertion is the notion that Nelva did not sign the 8/25/2010 instrument, while the subsequent assertions are based upon a presumption that Nelva Brunsting did sign the 8/25/2010 instrument, but that the signature was somehow obtained improperly.

Plaintiff Curtis has two pending petitions for declaratory judgement. Only one petition refers to the 8/25/2010 QBD, and it raises ground upon which the 8/25/2010 QBD fails that are not addressed in Defendants' joint motion and, thus, are beyond the scope of this response. However, based upon the five specific no evidence challenges presented, it necessarily follows that the rudimentary division in these 5 contentions is but twofold:

1. Nelva did not sign the 8/25/2010 instrument
2. Nelva signed the 8/25/2010 instrument

If one chooses to believe that Nelva did not sign the instrument, the questions begin with how did the likeness of Nelva's signature and Freed's signature and notary stamp find their way to these papers?[1] A plethora of further inquiries would necessarily follow.

If, on the other hand, one chooses to believe that Nelva did sign the instrument, the subdivisions of inquiry are again twofold:

1. Nelva signed the 8/25/2010 instrument knowledgeably and intentionally
2. Nelva signed the 8/25/2010 instrument, but did so under some form of duress, deception, mistake, or diminished capacity.

Defendants seek to shift the burden onto Plaintiff(s) to prematurely prove the secondary aspects related to the "assumed fact" that Nelva signed the instrument, while at the same time Defendants' motion is quick to say:

> *"There is no evidence that Anita and/or Amy were present when Nelva executed the 8/25/10 QBD."*

[1] The term "these" is plural and was purposely selected as will be shown.

There is also no evidence in the record that suggests Plaintiff Curtis or Plaintiff Brunsting were present when Nelva allegedly executed the 8/25/10 QBD. There is no evidence that Defendant Carole Brunsting was present when Nelva executed the 8/25/10 QBD.

Did Nelva Sign the 8/25/2010 Instrument with Knowledge and Intent?

Defendants insist the 8/25/2010 QBD is valid, but admit they have no personal knowledge of its creation or execution, so what exactly do we know?

Emails attached to Plaintiff's federal petition and affidavit show Plaintiff telling Defendant Carole Brunsting she spoke to their Mother on the phone the day after the October 25, 2010 phone conference[2], and asked about this August 25, 2010 QBD and what it purports, and that Nelva insisted she did no such thing. Nelva followed that conversation with a hand written note regarding Amy and Anita's claims of being co-trustees for the Plaintiffs' Personal Asset Trusts saying "not true". (Exhibit A)[3]

Nelva's hand written notecard states:

> *"So I heard you were concerned that any money you receive after I 'leave this mortal coil' will be put in a trust and Anita would have to deal it out.*
>
> *This not true. You'll will get whatever share is yours. If you don't know how to manage money by now it's too late."*

Substantial Evidence is Already Before the Court

The Record clearly shows 3 distinctly different "true and correct copies" of the 8/25/2010 QBD, all bearing the likeness of a Nelva signature, a Candace Freed signature and the image of Freed's notary seal, but the three "true and correct copies" do not share the same image of Nelva's signature.

1. In Anita's 156 page objection filed December 5, 2014 the QBD appears at pdf pages 96 through 132 with signature page 37 at p132 bearing bates stamp P229. (Exhibit B_1)
2. In Carole's 133 page objection filed Feb. 17, 2015 the QBD appears at pdf pages 97 through 133 with signature page 37 appearing at p133 bearing Bates stamp P192. (Exhibit B_2)

---

[2] Affidavit attached to Curtis original federal complaint Exhibit P-8 filed with this court 02102015:1527:P0074

[3] This exhibit was attached to the petition filed in the federal court on February 27, 2012 as Plaintiff Exhibit 16 made a part of the record of this court Feb. 9, 2015 at pages 66 & 67 in Document #BT-2015-45555

3. Curtis original federal court complaint, affidavit and exhibits were made a part of the probate court record on February 9, 2015. In the 601 page pdf document the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" (QBD) appears at pdf pages 552 through 588 with signature page 37 at p588. (Exhibit B_3)

Plaintiff Curtis obtained Candace Freed's notary logs for August 25, 2010 (Exhibit C). These pages show a notary log book that does not conform to Tex. Gov't Code §406.014.

Based upon the obvious inability of the Defendants to agree as to what "version" of this mysterious 8/25/2010 QBD is the one "true and correct" version, and given that none of them claim personal knowledge of its creation or signing, and given that the notary logs are unusual and no certifiable copy of an "original" 8/25/2010 QBD has been introduced into evidence, certainly there are genuine questions raised as to a material fact regarding the instrument.

It would necessarily follow that questions surrounding the existence of the instrument would precede ancillary inquiries into the validity of the instrument's authenticity, precede questions addressing the improper purposes the instrument attempts to accomplish, precede inquiries into the opacities created from the instrument's attempted amalgamation of incompatible powers, and precede any discussion of the instrument's attempt to improperly merge incompatible trusts.

Defendants' Background Statement

Defendants' Motion seeks to mischaracterize the breach of fiduciary and conspiracy to steal the family inheritance suits as merely a "family dispute". These suits are more properly characterized under the civil law and the laws of equity as fiduciary relationship actions. The questions surrounding Defendants' actions would also seem to invoke Texas Penal Code considerations, and the fact that Plaintiffs and Defendants are siblings is a secondary premise, having no immediate evidentiary value.

Defendants' Motion relates the first background part as:

> *"Elmer and Nelva created the Brunsting Family Living Trust on or about October 10, 1996. The trust was restated on January 12, 2005 (the "Family Trust") Elmer and Nelva served as trustees of the Family Trust until 2008, when Elmer lost the ability to handle his financial affairs and Nelva served as trustee alone. In 2008, Nelva appointed Carl and Anita to serve as successor co-trustees"*

Defendants are asking the Court to assume facts that are not in evidence and consistently skip from the 2005 restatement to some other place in time. In this instance they skip to the alleged July 1, 2008 appointment (Exhibit D), never once having mentioned the 2007 Amendment. (Exhibit E)

The July 1, 2008 Appointment of Successor Trustees

Defendants' Motion claims:

> *"This litigation started more than thirty-eight (38) months ago. Plaintiffs had sufficient time for discovery in this suit and the three (3) other actions related to the 8/25/10 QBD".*

The disclosure CD received from the Defendants at the federal injunction hearing April 9, 2013 (more than a year after the federal suit was filed) contained Bates #'s BRUNSTING000001 - BRUNSTING 004922. Defendants claimed they had disclosed and accounted for everything, while Plaintiff continued to allege that known assets of the trust remained unaccounted for, and that true and correct copies of all trust documents in Defendants' possession had not yet been disclosed.

Normally 38 months would be more than ample time for litigants to exchange disclosures and discovery. Despite the fact that Anita's June 4, 2015 interrogatory replies claim it had already been disclosed, it was not until June 25, 2015, the day before Defendants' no-evidence motion was filed, that the Defendants finally responded to Plaintiff's continued requests for disclosure of the alleged 2008 appointment instrument. Defendants even rely on the instrument to assert at page 2 of their Motion:

> *"In 2008, Nelva appointed Carl and Anita to serve as successor co-trustees."*

The claim that Nelva appointed Anita to serve as successor co-trustee with Carl in 2008 is a fact question in dispute, as under the terms of the 2005 Restatement Nelva held no such power. Nelva's power to remove trustees was limited to those she had individually selected. (See Article IV Page 4-2 (Bates P240) Attached as Exhibit F).

De jure, De facto, or Usurper?

In the 2007 Amendment Amy was removed as a successor co-trustee with Carl and replaced by Candace. If Carl or Candace failed to serve the alternate was to be Frost Bank.

Prior to making that change Nelva emailed Candace asking if she would be willing to serve as co-trustee with Carl stating that she thought Candace had a better relationship with her siblings. (Exhibit G)

The 2007 Amendment was the first and only amendment to the trust signed by both Elmer and Nelva Brunsting. After the incapacitation or death of one of the founders, the trust could only be amended by a court of competent jurisdiction. The July 1, 2008 instrument was only signed by Nelva, clearly indicates that Elmer was incompetent, and therefore is invalid.

The trustees for the irrevocable decedent's trust at the death of Elmer Brunsting would be those named by both Elmer and Nelva in the 2007 Amendment to the family Trust, and prior to Elmer's death there were no individual trustee appointments to be changed by Nelva alone.

This sound legal reasoning also applies to the invalidity of the alleged appointments dated August 25, 2010 and December 21, 2010, and the certificates of trust based thereon.

Defendants are not now and have never been de jure trustees for the irrevocable family or Decedent's Trust and defendant's motion disingenuously seeks to avoid any such deliberations.

Objection No. 2 Defendants' Motion is Disingenuous

Defendants improperly use their motion to advance irrelevant allegories. In Defendants' motion at page 3 they claim Plaintiff(s)' Petition(s) for Declaratory Judgment are ground in petty emotions:

> *"The chief change that prompted plaintiffs' challenge to the 8/25/10 QBD is that the co-trustees for Carl's and Candace's interest under the trust changed from: (1) Anita and Carl; to (2) Anita and Amy. Apparently, the change in co-trustees from Anita and Carl to Anita and Amy offends Carl and Candace"*

Defendants continue by contending that the focus of their Motion is very narrow and specific:

> *III. Argument & Authorities*
>
> *"This motion relates solely to plaintiffs challenges to the 8/25/10 QBD"*

Defendants make this claim while simultaneously using their Motion to advance a false thesis, to suggest false conclusions, to assume facts, to falsely claim honorable intentions, and to make numerous assertions about other matters already settled in plaintiff's favor or remaining in dispute, as if those matters were settled and established in defendant's favor.

Defendants' go on to downplay the significance of their Trojan horse as negligible:

> *"For plaintiffs, the sole impact is the change in co-trustees from: (1) Anita and Carl; to (2) Anita and Amy"*

The evidence will, in fact, show the alleged change was from Carl and Candace to Anita and Amy, that the alleged change was improper and that the intended impact on Plaintiff(s) is the one stated in Anita's December 5, 2014 "Response to Candace's Motion for Distribution of Trust Funds".

On page 1 at item 4 Anita says:

> *"4. If the Court finds the in terrorem clause is enforceable, then Candace and Carl have no right to any distribution from the trust".*

In recent interrogatories and requests for fiduciary disclosures returned by Amy Brunsting June 25, 2015, Curtis asks a series of questions regarding the fiduciaries' distribution standards. The questions were taken directly from the Northern Trust Company web site informational area. Defendant's response to the inquiry they renumbered as 15 is telling:

> *"15. What circumstances should or should not exist prior to a distribution from "the trust"?*
>
> *RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (i.e., before Nelva's death or after Nelva's death) and is, therefore, vague.*
>
> *Subject to and without waiving the foregoing objections, currently, with respect to Candace, the Court must resolve Candace's claims and allegations in the pending lawsuit and, in particular, Candace's allegation that the no contest provisions in the trust instruments are unenforceable, prior to a distribution"*

Is it trustees burdened with the fiduciary duties of loyalty and utmost good faith owed to beneficiaries Carl and Candace who are making these claims, or is it conflicted co-beneficiaries who seek to stifle inquiry into illicit conduct? The answer should be obvious.

The manifest impact of this alleged successor trustee "change" is alterations to the trust that could not be done under terms of the trust; actions prohibited by law and by the trust that have been performed and acts required by the terms of the trust that have not been performed and the negative impact of this "change" on the trust has been absolute economic devastation.

Objection No. 3 Defendants' Motion is Vague and Productive Only of Confusion

Plaintiff Candace Louise Curtis objects to Defendants Amy and Anita Brunsting's Joint Motion for No-Evidence Partial Summary Judgment, on the ground that the Motion is vague and misleading.

Relevant to Defendants' Motion, two separate lawsuits were brought by two different plaintiffs, in two different courts, 14 months apart, with separate and distinct claims, notwithstanding the fact that both Plaintiffs' claims involve the same parties, acts and events, or that there are other related lawsuits involving additional defendants and claims.

Defendants' Motion makes numerous assertions while failing to distinguish between the plaintiffs, the lawsuits, or the pleadings, attempting to create some sort of egocentric mélange. This same amalgamation methodology of ambiguity is a fundamental defect of the 8/25/2010 QBD addressed in Curtis' Petition for Declaratory Judgment, but not mentioned in Defendants' Motion at all.

Plaintiffs are siblings not Siamese twins. The records and pleadings in one lawsuit cannot be juxtaposed as if they were the records and pleadings in the other. Using the term "plaintiffs" as a reference, without distinguishing the particular plaintiff, the particular case, or citing to the specific pleadings to which Defendants Amy and Anita Brunsting jointly refer, has created nothing but opacities.

The Proper Party, Case and Declaratory Judgment Distinctions

Plaintiff Carl Henry Brunsting filed suit against Amy, Anita and Carole Brunsting in the Harris County Probate Court, individually and as Executor for the estates of Nelva and Elmer Brunsting, seeking declaratory judgment and accounting, on the same day a hearing was held on Curtis' application for injunction in the federal court, April 9, 2013.

Plaintiff Candace Louise Curtis filed suit against Amy and Anita for breach of fiduciary, in the United States District Court for the Southern District of Texas on February 27, 2012, not raising any issues relating to the 8/25/10 QBD.

Plaintiff Curtis' pleadings in the federal court did not seek declaratory judgement until May 9, 2014, when she filed her first amended petition. Under the federal rules a plaintiff can only amend a complaint with leave of the Court, and only on an application showing the assent of opposing counsel, or a statement detailing efforts to obtain the assent of the parties and

expressing the reasons for plaintiff's inability to do so. This is all in the public record and Plaintiff Curtis would respectfully ask the Court to take Judicial Notice of the Federal Record.[4]

The amendment to Curtis' federal complaint was part of a stipulation approved by Defendants' counsel, as stated in the application for the Court's leave to amend. The stipulation involved a number of concessions and conditions exemplified by: 1) an application for leave to amend; 2) the Amended Complaint; and 3) Plaintiff's Motion for Remand to this Court.

The stipulation for remand involved amending the complaint to: 1) add necessary Party Carole Brunsting; 2) add involuntary Plaintiff Carl Brunsting, thus polluting the diversity required by 28 USC §1332; and 3) the addition of declaratory judgment claims. The remand also included keeping the federal injunction in full force and effect as a condition of the remand.

The petitions for declaratory judgment added by Curtis' first amended petition do not mirror the petitions for declaratory judgment brought by Carl Brunsting.

SUMMARY OF PLAINTIFF'S RESPONSE TO DEFENDANTS' NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT

Defendants seek to trivialize several lawsuits involving conspiracy to steal the family inheritance, fraud, breach of fiduciary, co-mingling, self-dealing, and other secreted acts, as if such claims represent challenges to a single document and, more absurdly, a sibling rivalry motivated by petty emotions.

> *"Carl and Candace ("Plaintiffs") brought several proceedings alleging every conceivable means to challenge the 8/25/10 QBD"*

This statement of the record is a gross exaggeration. The 8/25/10 QBD is the object of two separate and distinct petitions for declaratory judgment, brought at dissimilar stages of separate proceedings by diverse plaintiffs.

The several lawsuits were by no means brought specifically to challenge the 8/25/10 QBD, as it is but a small piece in a much larger fraud mosaic.

[4] 4:12-cv-00592 Candace Louise Curtis v. Anita Kay Brunsting et al Case remanded to Harris County Probate Court No. 4. Kenneth M. Hoyt, presiding, Date filed: 02/27/2012, Date terminated: 05/15/2014, Date of last filing: 05/15/2014

LEX NON COGIT AD IMPOSSIBILIA

The respondent is not required to marshal its proof and need only point out evidence that raises a genuine fact question on the challenged elements."[5]

The absence of a reliable instrument in evidence forecloses Defendants' no-evidence challenge as improperly seeking to shift the burden of bringing forth evidence onto Plaintiff(s), who cannot be called upon to prove the non-existence of the asserted fact of its existence.

Plaintiff has shown substantially more than the marginal amount of evidence required to defeat Defendants' Motion. The burden of bringing forth evidence to establish the existence and validity of an 8/25/2010 QBD rests squarely upon these Defendants, who are the only proponents of the existence, validity and applicability of the instrument.

CONCLUSION

If one of the three exhibits of the 8/25/2010 QBD is a true and correct copy of an original wet signed document, what are the other two exhibits true and correct copies of?

If Nelva knowingly and willfully executed the 8/25/2010 QBD, why does she say in regard to what it purports "this not true"?

Why does the content of Candace Freed's Notary Log not conform to the requirements of Tex. Gov't Code §406.014, and why does it contain such unusual line/page anomalies?

If the 8/25/2010 QBD is benign, and merely changes trustee appointments as Defendants claim, why do they cling to it so dearly despite admitting no personal knowledge of its creation or execution?

Unless and until such an instrument can be physically produced and qualified as evidence with declaration as to the full chain of custody, the inquiries into whether Nelva signed the instrument and under what conditions are as moot as discussions of the applicability of the alleged instrument's content.

Plaintiff Candace Louise Curtis herein affirms, under penalty of perjury pursuant to the laws of Texas that the foregoing statements are true and correct and based upon personal knowledge.

---

[5] TEX. R. CIV. P. 166a(i)

Furthermore, references to the record and the attached Exhibits are true and correct references and representations of the things to which they speak.

Plaintiff Candace Louise Curtis has herein presented sufficient evidence in response to Defendants' Motion for No-Evidence Partial Summary Judgment to raise a genuine issue of a material fact. The Court should properly deny Defendants' Motion for the numerous reasons shown, and Plaintiff so moves the Court.

Plaintiff seeks the above judicial remedy and prays for an order for Defendants to pay all costs associated with hearings on their Motion, including Plaintiff's transportation, lodging, meals and legal costs.

Respectfully submitted,

Candace Louise Curtis
Plaintiff *pro se*
218 Landana Street
American Canyon CA 94503
Tel: 925-759-9020
occurtis@sbcglobal.net

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 13th day of July 2015, to the following via e-service or email:

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Attorney in Fact for Carl Henry Brunsting

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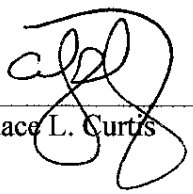
Attorney for Carole Ann Brunsting



Candace L. Curtis

NO. 412,249-401

CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
	§	
Plaintiff,	§	
	§	
V.	§	**NUMBER FOUR (4) OF**
	§	
ANITA KAY BRUNSTING, ET AL	§	
	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

ORDER DENYING DEFENDANTS' JOINT NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT

Having considered Plaintiff Candace Louise Curtis' Response to Defendants' Joint No-Evidence Motion for Partial Summary Judgment the Court is of the opinion that plaintiff has met her burden and Defendants' No-Evidence Motion should properly be DENIED.

It is so ordered;

SIGNED this _____ day of _____, 2015.

_____
JUDGE PRESIDING

NO. 412,249-401

CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
	§	
Plaintiff,	§	
	§	
V.	§	**NUMBER FOUR (4) OF**
	§	
ANITA KAY BRUNSTING, ET AL	§	
	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

ORDER GRANTING PLAINTIFF'S MOTION TO PRODUCE EVIDENCE PURSUANT TO EVIDENCE CODE §§1002, 1003

Having considered Plaintiff Candace Louise Curtis' Motion and Demand to Produce Evidence pursuant to Evidence Code §§1002, 1003, the Court finds just cause to question the efficacy of copies of trust instruments and that the Plaintiff's Evidence Code Motion should be GRANTED.

Defendants will not be allowed to introduce copies of trust instruments alleged to have been signed by Nelva Brunsting after the death of Elmer Brunsting on April 1, 2009 except by stipulation between the parties or the approval of the Court and must produce only the original instruments.

It is so ordered;

SIGNED this _____ day of _____, 2015.

_____
JUDGE PRESIDING

NO. 412,249-401

CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
	§	
Plaintiff,	§	
	§	
V.	§	**NUMBER FOUR (4) OF**
	§	
ANITA KAY BRUNSTING, ET AL	§	
	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

ORDER DENYING DEFENDANTS' JOINT NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT AND GRANTING PLAINTIFF'S MOTION AND DEMAND TO PRODUCE EVIDENCE PURSUANT TO EVIDENCE CODE §§1002, 1003

Having considered Plaintiff Candace Louise Curtis' Response to Defendants' No-Evidence Motion for Partial Summary Judgment and her Motion and Demand to Produce Evidence Pursuant to Evidence Code §§1002, 1003, the Court is of the opinion that plaintiff has met her burden and the Defendants' No-Evidence Motion should be DENIED.

The Court further finds just cause to question the efficacy of copies of trust instruments and that the Plaintiff's Evidence code §§1002, 1003 Motion should be GRANTED. Defendants will not be allowed to introduce any alleged copies of trust instruments alleged to have been signed by Nelva Brunsting after the death of Elmer Brunsting on April 1, 2009 and must produce only the original wet signed instruments.

It is so ordered;

SIGNED this _____ day of _____, 2015.

_____

JUDGE PRESIDING

EXHIBIT
A

Nelva Brunsing
13630 Pinerock Ln.
Houston, TX 77079

Candy Curtis,
1215 Victorian Way
Martinez, CA
94553

Wed Sunday

Its almost 10 pm but I'm not sleepy and my computer wont cooperate tonite.

So I heard you were concerned that any money you receive after I "leave this mortal coil" will be put in a trust and Greta would have to deal it out.

That not true. Jaill will get whatever share is yours. If you don't know how to manage money by now its too late.

I'm on okay quite a bit of the time now. Even sleep with it. The hum of the motor is rather soothing.

Had about 30 on so teachers the evening. Jim took care of doing the goodies out.

Our weather is still gorgeous but so very dry. Glad Jim not a farmer. Iowa farmers are doing better.

Jim watching the Braves series. Looks like your guys are winning.

Aren't those odds pretty? Could get them for me.

Love

Someday I'm going to get a lap desk. I guess I'm too lazy to sit at the desk. I usually write while watching TV at nite.

Wish I had your lovely handwriting. I started out left handed but my 1st gr. teacher made me write right handed so I ~~have~~ blame her.

Hallmark
STATIONERY
CNT3025
© HALLMARK LICENSING, INC.
MADE IN U.S.A.
Hallmark.com

P. I can't even read my own writing.)

Bye now. Love, Mother

EXHIBIT
B

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

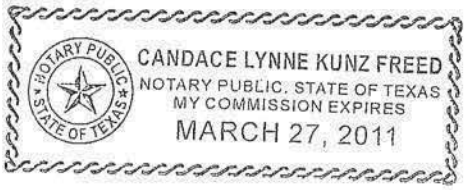
NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

Candace L Kunz-Freed

Notary Public, State of Texas



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NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

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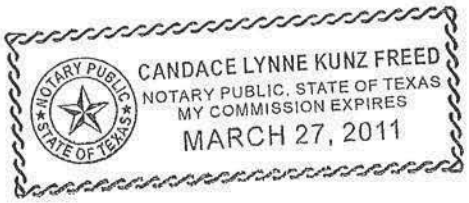
NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace Lynne Kunz Freed

Notary Public, State of Texas

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Notary Public, State of Texas

EXHIBIT
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EXHIBIT
C

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
PAUL J. BROWER
JULIE A. MATHIASON
BERNARD L. MATHEWS, III, *Of Counsel*
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

(281) 531-5800
1-800-229-3002

Telefax (281) 531-5885
E-mail Address: consult@vacek.com

January 15, 2013

Mr. Rik Munson
218 Landana St.
American Canyon, CA 94503

Dear Mr. Munson:

Per your request, enclosed are copies of my notary pages for book entries dated August 25, 2010 and December 21, 2010. The additional pages you request for dates June 1, 2010 through April 15, 2012 total 24 pages. Please remit the exact fee of $12.00 for these additional pages, if you so request them. You will need to once again provide a self-addressed return envelope for these additional copies.

Finally, you will find a check for $8.00 payable to you for the return of the money order you previously submitted, less the cost of the four pages included herein. I am unable to hold these funds on account.

Sincerely,

Candace L. Kunz-Freed

Candace L. Kunz-Freed

CLF/sp
Enclosures

	Notarization Date/Time	Document Date	Type of Notarization	Name of Signer	Signer's Signature	Signer's Address and Telephone Number
161	11/22/10	11/22/10		Shelley Gates	X Shelley Gates	14311 Islandwoods Dr, Houston TX 77095
162	11/24/10	11/24/10		Floy Stockdick	X Floy Stockdick	6011 Franz Katy, TX 77493
163	11/24/10	11/24/10		Roseanne Lopez	X Roseanne Lopez	6005 Franz Katy, TX 77493
164	12/1/10	12/1/10		Dr. C.V. Beghtol	X CV Beghtol	11454 Valley Spring Houston TX 77043
165	12/9/10	12/9/10		M. Chan	X M Chan	21326 Rachelle Ln Houston/Katy TX 77458
166	12/14/10	12/14/10		Irene Kovar	X Irene Kovar	
167	12/21/10	12/21/10		Nelva Brunsting	X Nelva E. Brunsting	13630 Pinerock Houston TX 77079
168	12/21/10	12/21/10		Anita Brunsting	X Anita Brunsting	203 Bloomingdale Cir Victoria, TX 77904
169	12/22/10	12/22/10		Herbert C. McKay	X Herbert C. McKay	8010 Raff St. Houston, Texas
170	12/29/10	12/29/10		Kyung Jacobs	Kyung Jacobs	8326 Ash Garden Ct. Houston, TX 77083
171	12/30/10	12/30/10		J.W. Burns	X J.W. Burns	10806 Inwood Hod. TX 77042
172	1/03/11	1/03/11		Kyung Jacobs	X Kyung Jacobs	8326 Ash Garden Ct. Houston, TX 77083
173	1/26/11	1/26/11		John Sutherland	X John G. Sutherland	415 Coachman Lane Hou TX 77024
174	1/26/11	1/26/11		Ellen Sutherland Dodd	X Ellen Sutherland Dodd	Podere Binacco 58020 Scarlino (GR) Italy
175	1/26/11	1/26/11		Karen Lee Cook	X Karen Lee Cook	3210 Deer Trail Bryan TX 77807
176	2/9/11	2/9/11		M. Chan	X M Chan	21326 Rose Hollow Ln Katy TX 77450

Type of Identification (☐ D.L. ☐ I.D. Card ☐ Personally Known ☐ Credible Witness ☐ Passport ☐ Other)	Description of Document, Additional Information, or Comments	Fee	Signer's Right Thumbprint	
ersonal Knowledge	HIPAA → PAT TRUSTEES DESIGNATION OF SUCCESSOR TEE Certi. of Tr.	$ ~~0~~	Top of Thumbprint 161	Top of Thumbprint 162
ersonal Knowledge	Qualified Benef. Design.	$		
ersonal Knowledge	Appt. of Succ Trustees	$	Top of Thumbprint 163	Top of Thumbprint 164
ersonal Knowledge	Qualified Benef. Designation			
rsonal Knowledge	Funding Pkg. COTS (ST) DT, LT (3) Med POA, HIPAA, QBD, APPT SUCC TEE GUID'S and AFFIDAVIT.	$		
ersonal Knowledge	Amended Affidavit/Corp.	$	Top of Thumbprint 165	Top of Thumbprint 166
ersonal Knowledge	Appt. of Succ Tee	$		
ersonal Knowledge	Resignation documents.			
ersonal Knowledge	COT's (3)	$	Top of Thumbprint 167	Top of Thumbprint 168
ersonal Knowledge	Acceptance as Succ Trustee			
Personal Knowledge		$		
ersonal Knowledge	Beneficiary form for Chase IRA	$	Top of Thumbprint 169	Top of Thumbprint 170
ersonal Knowledge	Birth Certificate Correction	$		
P.K.		$	Top of Thumbprint 171	Top of Thumbprint 172
ersonal Knowledge	Farmers Insurance Claim Trustee Stmt for LT	$		
ersonal Knowledge	Resignation of Tee Med POA	$	Top of Thumbprint 173	Top of Thumbprint 174
ersonal Knowledge	Accept of Succ Co Tee COT; Delegation of Auth	$		
ersonal Knowledge	Accept of Succ Co Tee Accept of Delegation COT	$	Top of Thumbprint 175	Top of Thumbprint 176
Personal Knowledge	Funding (PM2) Med POA; COT's (3) Deed HS, Deed other, Assign P/P.	$		

	Notarization Date/Time	Document Date	Type of Notarization	Name of Signer	Signer's Signature	Signer's Address and Telephone Number
129	7/20/10	7/20/10	in office	Robert Holmes	X Robert Holmes	13218 Verbena Houston TX 77083
130	7/23/10	7/23/10	in office	Nancy Kanistanaux	X Nancy G. Kanistanaux	1873 Birchwood Dr. Okemos, MI 48864
131	7/27/10	7/27/10		Carol L. Nayes	X Carol L. Nayes	5206 Summerfield Ln Spring, TX 77379
132	7/27/10	7/27/10		Karen Renee Nayes	X Karen Renee Nayes	13819 CADY COURT HOUSTON, TX 77077
133	7/27/10	7/27/10		Lisa Hanney	X Lisa Hanney	5706 Lone Cedar Kingwood, TX 77345
134	8/3/10	8/3/10	in office	Laurie Godbold	X Laurie Godbold	8148 Willow Forest Dr. Tomball TX 77375
135	8/10/10	8/10/10	" "	" "	Laurie Godbold	" "
136	8/17/10	8/17/10		Irene R. Goddard	X Irene R. Goddard	1510 Breezy Bend Katy TX 77494
137				Fred Ben Himburg	Fred Ben Himburg	
138				Patricia Rhea Mullins	Patricia Rhea Mullins	
139				Suzan Faye Stringer	Suzan Faye Stringer	
140				Phyllis Himburg Delaro	Phyllis Himburg Delaro	
141	8/25/10			Nelva Brunsting	X Nelva E. Brunsting	13630 Piping Rock Houston TX 77079
142	8/26/10			Betty Jean Barney	X Betty Jean Barney	8915 Opelika Houston TX 77080
143	9/8/10			Mark R. Yarbrough	X Mark R. Yarbrough	4101 Monterey Oaks Blvd #1221 Austin TX 78749
144	9/8/10			Jeffrey J. Yarbrough	X Jeffrey J. Yarbrough Jr	2617 Piping Rock Tr. Austin TX 78748

Type of Identification ☐ D.L. ☐ I.D. Card ☐ Personally Known ☐ Credible Witness ☐ Passport ☐ Other	Description of Document, Additional Information, or Comments	Fee	Signer's Right Thumbprint	
Personal Knowledge	Merrill Lynch DT Merrill Lynch ST	$	129 Top of Thumbprint	130 Top of Thumbprint
		$		
Personal Knowledge	COT for Noyes FLT	$	131 Top of Thumbprint	132 Top of Thumbprint
Personal Knowledge	COT for Noyes FLT	$		
Personal Knowledge	COT for Noyes Family living trust	$	133 Top of Thumbprint	134 Top of Thumbprint
~~COTS(8)~~ Personal Knowledge	COTS(8) Funding Bks.	$		
" "	Funding forms	$ —	135 Top of Thumbprint	136 Top of Thumbprint
Personal Knowledge	Funding Bk.	$		
		$	137 Top of Thumbprint	138 Top of Thumbprint
		$		
		$	139 Top of Thumbprint	140 Top of Thumbprint
		$		
P.K.		$	141 Top of Thumbprint	142 Top of Thumbprint
Personal Knowledge	QBD, COTS(3) MEDPOA, DGPOA, APPT SUCC TEE DEED.	$		
Personal Knowledge CC	SS4 COTS Aff of Heir Mtr. Vehicle (2)	$	143 Top of Thumbprint	144 Top of Thumbprint
Personal Knowledge CC	SS4 Aff. Heirship for Mtr. Veh (2)	$		

EXHIBIT
D

7/1/08 Appt of Suc. Trustees

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended, (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her 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 other reason, as well as specify conditions relevant to such appointment; and,

WHEREAS, ELMER H. BRUNSTING is no longer able to manage his financial affairs, as is evidenced by the physicians' letters attached. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

WHEREAS, the said NELVA E. BRUNSTING is desirous of her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

IT, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

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In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other

personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary, as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next

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successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

WITNESS MY HAND on July 1, 2008.

Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on July 1, 2008 NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace Lynne Kunz-Freed
Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
Notary Public, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

2/24/10

Cert of Trust

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   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. ELMER H. BRUNSTING, died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

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

   The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. 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 certifies 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 February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

CANDACE LYNN KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Candace Lynn Kunz Freed

Notary Public, State of Texas

2/24/10 EHB Dec Trust - Cert of Trust

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   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. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

   An acceptable abbreviation for account titling is as follows:

   NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. 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 power 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 certifies 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 February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

Candace Brunsting Reed

Notary Public, State of Texas

CANDACE LYNNE KUNZ REED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

EXHIBIT
E

FIRST AMENDMENT TO THE RESTATEMENT TO
THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, hereby amend the said Trust, as follows, to-wit:

1. The said trust entitled "The Brunsting Family Living Trust dated October 10, 1996" is hereby amended so that any and all references to "ANITA RILEY" shall be to "ANITA BRUNSTING". Said correction is incorporated herein as a part of the Brungsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article IV, Section B of the said Trust entitled "Our Successor Trustees" is hereby amended so that from henceforth Article IV, Section B is replaced in its entirety with the Article IV, Section B set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996, as restated on January 12, 2005, for all purposes.

3. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

4. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS OUR HANDS this the 6th day of September, 2007.

ELMER H. BRUNSTING,
Founder and Trustee

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of September, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

EXHIBIT "A"

Article IV

Our Trustees

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 or entities will serve as Co-Trustees:

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

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.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

EXHIBIT
F

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

EXHIBIT
G

From: Nelva Brunsting
To: Candy Curtis
Date: Saturday, July 28, 2007 7:16:21 AM

Hi: I have a question for you Candy. Would you be willing to serve as co-trustee with Carl? Amy is on there now but I'm going to take her off because I don't think she is stable enough. I'll think of a good excuse so she won't get her feelings hurt. It might entail a trip or two when the time comes(doesn't that sound ominous???!!) but you would b paid for your traveling expenses. I think you have a better relationship with your siblings than she. Let me know.

TRIAL COURT NO. 412,249-401

IN THE MATTER OF THE ESTATE OF : THE PROBATE COURT OF

: HARRIS COUNTY, T E X A S

NELVA E. BRUNSTING, DECEASED : PROBATE COURT NO. 4

- * - * - * - * - * - * - * - * - * - * - * - * - * -

COURT REPORTER'S RECORD

MOTION FOR PROTECTIVE ORDER

VOLUME 1 OF 1 VOLUMES

- * - * - * - * - * - * - * - * - * - * - * - * - * -

MORNING SESSION

August 3, 2015

Computerized Machine Shorthand and Transcription by
JUDITH J. KULHANEK - Deputy Official Court Reporter - (713) 681-6071

TRIAL COURT NO. 412,249-401

IN THE MATTER OF THE ESTATE OF : IN THE PROBATE COURT OF

: HARRIS COUNTY, T E X A S

NELVA E. BRUNSTING, DECEASED : PROBATE COURT NO. 4

- * - * - * - * - * - * - * - * - * - * - * - * - * - * -

BE IT REMEMBERED THAT UPON THIS, the 3rd day of August, 2015, the above entitled and numbered cause came on for Hearing on Carol Brunsting's Motion for Protective Order before the HONORABLE CHRISTINE BUTTS, Judge of Probate Court No. 4 of Harris County, Texas; and all parties appearing in person and/or by counsel, all preliminary matters having been disposed, and proceedings had, the following was heard, viz.:

A P P E A R A N C E S

COUNSEL FOR DRINA BRUNSTING, AS ATTORNEY IN FACT FOR CARL BRUNSTING:

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REPORTED BY:

Judith J. Kulhanek, CSR #598
Deputy Official Court Reporter
Harris County Probate Court No. 4
P. O. Box 1633
Waller, TX 77484
(713) 681-6071
(713) 515-0221 (c)

MORNING SESSION

August 3, 2015

- * - * - * - * - * - * - * - * - * - * - * - * - * -

THE COURT: We are here in Cause No. 412,249-401, the Estate of Nelva E. Brunsting, Deceased.

We're here on Carl Henry Brunsting's motion for protective order. And present are -- my docket sheet says Neal Spielman for Amy Brunsting --

MR. SPIELMAN: Yes, Your Honor.

THE COURT: And Brad Featherston for Anita Brunsting-Riley.

MR. FEATHERSTON: Present, Your Honor.

THE COURT: And then Stephen Mendel --

MR. FEATHERSTON: He's with my firm, Your Honor.

THE COURT: Okay. I'm sorry. He is not present.

And Bobbie Bayless is here for Carl Brunsting and also for Drina Brunsting.

MS. BAYLESS: Yes, Your Honor.

THE COURT: Candace Curtis is pro se, and I don't see her in the courtroom.

And then --

MS. BEDUZE: Kathleen Beduze for Carole

Brunsting, Darlene Smith left.

THE COURT: Kathleen Beduze is here for beneficiary, Carole Brunsting who is here?

MS. BEDUZE: Correct. And we joined in the response.

THE COURT: Thank you.

MS. BEDUZE: We jointly filed that.

THE COURT: Okay.

MR. SPIELMAN: Response?

THE COURT: I haven't found -- we don't have a response.

MR. SPIELMAN: Well, that would probably be my problem, Judge.

My office filed it on Friday afternoon. At the very least, I have confirmation pages that it went to the attorneys.

THE COURT: Okay. Did Ms. Bayless -- did you receive a copy of the response?

MS. BAYLESS: I did. I didn't ever receive any notification it was filed, but I did receive a fax.

MR. SPIELMAN: I can step out while you guys get going and call my office and see if we have the confirmation.

THE COURT: Well, we can check if it

has been filed.

(SHORT DELAY IN PROCEEDINGS.)

MR. SPIELMAN: Judge, I don't know -- we have an envelope number, and I can tell you the envelope number was 6316359, and it was I guess put into the system, whatever the proper terminology is, at 4:08 p.m. on 7/31/15 which would be last Friday, and it says that it is submitted is the terminology there.

THE COURT: So --

MR. SPIELMAN: Yeah, but, I mean, I think hopefully the most important part for the purposes of our hearing, with all due respect to the Court, but the attorneys at least all have it. So nobody on this side of the Bench at least is surprised by it.

THE COURT: Okay. All right. Ms. Bayless?

MS. BAYLESS: Your Honor, we're here on a -- what my motion was termed a motion for protective order. It actually goes beyond the issues of pre-trial discovery.

And you will see from the defendant's response they kind of deal with it as just a typical motion for protective order involving pre-trial

discovery issues.

As to background, which is set forth in my motion, but basically is that back in 2012, the plaintiff didn't have very much information on what had occurred -- we did a pre-suit discovery action -- asked for recordings, both video and audio, got nothing.

The defendants in this case have gone through several counsel. They said they were going to produce everything, and that person was fired. I don't know what happened, I'm not sure. But since Mr. Spielman and Mr. Featherston have been in there, there have been several supplemental responses.

And then suddenly on July 1st, I get this envelope in the mail that had what is obviously recordings that my clients did not know about or consent to, and audio recordings obviously made while Carl was at his mother's home and had telephone conversations with his wife and video recordings from Carl's ICU hospital room.

I tried to communicate -- I don't think I had a conversation with anybody but Mr.Featherston in fairness -- but I tried to -- because he's the person who produced them. I called him up and tried to get an explanation from him for why these weren't

illegal recordings, and what we were going to do about that, and stressed that -- he I think sort of had the impression, well, Drina is mad about this. And I tried to explain to him this was a big deal to everyone concerned, including me.

We were going to continue to talk about it. He wanted to see the motion for protective order before he wanted to -- me to discuss any up front.

So I said, well -- we had -- at that time, we didn't yet have our third-party administrator and our temporary administrator, and so I just felt the need to get it on file.

Subsequently, what he did say to me in that conversation that is set forth in their response is that these came from an answering machine. I do not want to go into the substance of the conversations for the very reason that they are, in my view, illegal wiretap conversations, but they are not from an answering machine.

There is no answering machine answering these recordings. They are clearly edited in some instances because they stop in the middle of a sentence. There is no dating on -- other than looking at the property of the recordings that were sent to me, which in and of itself is interesting, because

these recordings occurred back in March of 2011. The video recordings occurred in May of 2011.

And so clearly were edited in February of this year. We were down here having hearings in February of this year about this temporary administration issue.

The other interesting thing is that I believe they were mailed to me on the same day that the defendants filed their no evidence motion for summary judgment suggesting that there had been plenty of time for discovery on that period since 2012, I think a total of 38 months, when these documents were sent to me the same day they filed that motion.

You know, under normal circumstances, that would be a long time for discovery. But it takes two to tango, as they say, and these documents had not been previously provided.

Now, when I talked to Mr. Featherston, I think Mr. Featherston called me, I guess Thursday, about an extension on discovery responses, requests for production, that are due today from the defendants.

And when I got these recordings -- just so you understand the background there -- when I got these recordings, I got them on July 1st in the mail,

then there's the July 4th holiday, I really didn't even look at what I got, frankly, until after that.

But I knew that there was a discovery deadline, and I knew there were recordings in there, so obviously, they -- I guess they would say they were responding to the pre-suit discovery which, frankly, I think is proper, but it should have been done back in the pre-suit discovery.

So I didn't want there to be a question about whether they were supposed to be providing things in this litigation. And we had a discovery cutoff at that time for, again, a docket control order, which required me to send out discovery responses that day before I really even knew what was going on.

And so here is what they were, but I knew I had to get those documents out or I would be hearing, well, you haven't even requested anything in this case, so that's why you didn't get them.

The obvious reason I got them is because they intended to use them in these proceedings, and they know they wouldn't be able to do that if they didn't provide them in some fashion.

So when Mr. Featherston talked -- we said we would talk again. He called me about an

extension on those requests because they didn't know what the Court would want to have happen, since I filed this motion for protective order indicating that I didn't want anybody else to receive these recordings.

And I gave Mr. Featherston, when we talked the first time, the cite from the civil wiretap statute and for the Penal Code provision. So they filed a response that says they don't know what the authority is for this, but we talked about that.

I told him that I was not inclined to agree to any kind of an extension on these things. And they've had them since March of 2011, and now we're getting dribbles.

And, by the way, during that same period of time, there would have been recordings, I understand, between Candace -- from Candace Curtis and her mother about all of these issues that are at issue in this. You know, those probably would not have had any more consent than the ones I'm here about. But the point is, they have been very selective about what they provided.

Clearly, the recording equipment was purchased by the caregiver. The receipt is in the production I believe attached to the motion, and he

got reimbursed. I mean, it is just so clear what was going on.

So Mr. Featherston and I talked, and he said that he wanted to put this -- the responses off two weeks so that the Court could make a determination on this.

I mean, recognizing that there could be some suggestion, there always seems to be a suggestion that I have not done something I'm supposed to do to make something happen, so -- or I have done something incorrectly procedurally, whatever.

So I sent an e-mail to all the counsel in the case, and said I don't want there to be any confusion that notwithstanding my request for production, that is a request that those items be produced to me and me only.

While normal practice may be that you send it to everybody in the case, these recordings are not to be sent to everybody in the case. And if you do it, I cite it again, the Penal Code Section, you do it at your own peril.

So I get a response on Friday afternoon from all the defendants, and their position now -- they still believe the answering machine-thing -- and their position is that Carl consented to these

conversations.

The Court will note that I attached to my motion for protective order e-mails of the same time period where these defendants are planning and plotting ways to obtain a guardianship over Carl, so there is no way that he consented.

And he was quite ill at the time and there is no question about that.

The recordings done in May of 2011, the video recordings, are in an ICU room at St. Luke's, and he was definitely in an altered mental state, because of medications he was receiving.

But you can't -- you can't say, okay, Carl -- they even say in their response that Carl hooked up this equipment.

Well, I mean, there is no way. I couldn't even hook up that equipment. It is digital equipment that requires menus and submenus to program. The model that the caregiver purchased -- as indicated on the receipt, I've got the manual for it here -- there is no way that a person that was needing a guardianship, as these people have admitted from their e-mails, would be able to do that.

And there is no -- the position in their response is this: We have to prove a negative,

that we have to prove there was not consent.

Well, if they say there is consent, that is an affirmative defense and the burden of proof is on them to show that. And in light of their own e-mails, I don't see how they are going to do that, but the burden is not on me to negate this stuff. The burden is on them to show that there was a consent.

So the other -- I mean, it always seems to go this way. I try to work these things out, and it's just the case where nothing gets worked out, and I think that's unfortunate for everyone.

But what I filed this morning, because they don't seem to understand that these statutes both say on their face that you're entitled to injunctive relief to prevent the further disclosure and use of these illegal recordings.

So they say in response they don't know what my authority is for this relief that I'm requesting. So I was not planning on filing it this morning, but I did file the third supplemental petition which alleges these causes of action and seeks the injunctive relief that those causes of action allow you.

And, you know, as usual, had we received all the information and disclosures in the

pre-suit discovery action, been able to deal with those issues and work those out, maybe we would have never been in this court. And maybe the lawyers in a district court would have never been sued if they had agreed to continue the tolling agreement until we worked this dispute out.

Nothing I suggest seems to work and -- maybe that's me. I'm not -- been called out at any direction other than I've been ineffective in resolving disputes in this case. And I have thought surely this was one in which, perhaps, Amy, Anita and Carole did not realize what they were doing. They are not lawyers. Maybe they didn't know you were not supposed to tape people's private conversations without their permission.

And that surely when the lawyers, even though they probably should not have even been given the information according to the stuff I read about it, that surely we would be able to resolve it.

Instead, I've now had to file a supplemental petition just in order to protect my client's rights on this incredibly offensive issue.

THE COURT: You also mention in the protective order the report from --

MS. BAYLESS: Yes, right. I mean,

there are e-mails. Again, I attached to the motion where they are talking about the -- what happened, both -- the reason we know much of anything is because Candy at one time thought everybody was trying to protect Carl.

When she figured out that was not what was happening, we suddenly got a boatload of e-mails which covered the gamut.

And her ex-husband -- I guess it's an ex-husband -- anyway, somebody she knows, had been asked for the name of an investigator. And she knew that a GPS tracking device without Drina's consent had been placed on her car.

There are e-mails in here talking about reports from the investigator. We have asked for that again since 2012. We have not received anything.

THE COURT: Do you claim that those reports still fall into the same category as the recording devices? In other words, were those reports obtained illegally with information at some stages of those reports?

MS. BAYLESS: It's really impossible to know without seeing the report, but I think they certainly contain information using the GPS tracking device.

THE COURT: Wouldn't you need for those reports to be produced in a motion to compel as opposed to a motion for protective order?

MS. BAYLESS: Yes. Again, this is part of why I did the new request for production in this case, because I felt if I filed a motion to compel, I would hear what she tried to compel. There has not been a request in this case. Even though since 2012, Anita has been acting to some extent under that initial request by supplementing these bank records, occasionally; and the tax returns, we've asked for them; stuff like that.

But, still, I didn't think I was in a position yet to seek a motion to compel, but the responses are due today.

THE COURT: Okay. Well, I think what we'll do is table the issue with regard to the investigator report. I just don't think that a decision on that with regard to a protective order is ripe yet. I don't think that -- we don't have what we don't so -- but on the recordings, I think that is a different story. So we'll address them, the recordings, today.

MS. BAYLESS: Okay.

THE COURT: Mr. Spielman or --

MR. FEATHERSTON: Briefly, Your Honor.

THE COURT: Okay.

MR. FEATHERSTON: When Bobbie called, I said what do you want? And really, at the end of the day, that's kind of how I am: What do you want?

And so the relief that she is seeking here I think are three things that we've outlined in our response.

The first one looks like it is some sworn testimony from all of our clients, from Anita, Amy and Carole. And to me, that is best accomplished by deposition.

Depositions haven't got off the ground yet in this particular case because it always seems like there is some procedural impairment, one or the other.

We have Greg Lester now, and it looks like now we're in a position where depositions can move forward. The impediment there might be whether or not Mr. Lester thinks the claims are even worthy of him sitting through depositions or participating in those depositions.

So that is kind of the first thing she is looking for, and that's why I have criticisms of what's -- you know, this is nothing like I have ever

seen in a motion for protective order.

A motion for protective order ordinarily is someone serves discovery, and the other party says, no, I find that discovery offensive, and so I need protection from the Court.

Here, someone may be served discovery, and the documents are being produced in the course of the litigation.

And so, that's kind of the point is under the Rules of Procedure when someone propounds discovery to me or if I think I have discovery that is responsive -- admittedly, Your Honor, I don't even pay attention to the people --I ask for it specifically or not. If I get stuff, I produce it. And, you know, I do that with good reason.

And so a long story short here, but when I produce it, I have to produce it under the Rules of Procedure. It has to go to all other counsel, and that's what I have done.

To the extent that there are -- so walking through what she wants, No. 1: These affidavits, I have never seen anywhere you can compel somebody to create an affidavit. That's something that should be done by deposition, and she will have a full and fair opportunity to depose these clients at

some point, and it should be sooner rather than later.

So that kind of takes care of the first issue of, you know, tell me what you want. Let's go from there.

The next issue I think that she's asking for is that all the recordings and everything be collected and given solely to her. And presumably, I can understand why she wants that.

These recordings, Your Honor -- and I don't think you have had the opportunity to hear them -- you can tell they come from an answering machine. "Hello, hello, hello." That's the type of recordings -- how these recordings start off.

And my understanding is that the decedent had her answering machine set to pick up at number -- on the second ring. And so these might have been recorded -- might have been caught by the answering machine to another recording device, and then on to someone's I-phone and then on to someone's computer and transferred like digital files often do, transferred from one component to the next, to the next, to the next, and on down the line.

But my understanding is that all of these come from an answering machine.

And so the relief that she's seeking

here is, I want you to record -- I want you to download all this evidence so you can give it solely to me, and I will be the sole arbiter of whether or not this is something that should be admissible or not. And that's just not the way it works.

I think the Court has to hear these recordings. And if the Court finds based on the recordings that, okay, these recordings appear like there is some huge conspiracy in some recording equipment where you illegally wiretap and all this other -- all these other allegations, then the Court is in a position to make that decision.

But without hearing the recordings or without developing the evidence, right now all we've got is allegations.

I don't have any affidavits from Drina saying I didn't consent to that recording. I didn't hear any answering machine when I called on that particular day. I don't have any affidavits from Carl whose capacity seems to come in and out, depending upon when it is convenient for them.

And I don't have any affidavits from Carl saying, no, you know, if we were going through a divorce at that time, but at that time, no, that's -- you know, I didn't consent to those recordings,

because it makes perfect sense.

I don't know if you've ever dealt with any divorce clients. They record the heck out of each other immediately when they are going through a divorce. That's typically what -- the first thing lawyers say is tape record your conversations with your soon-to-be ex.

And so I don't have any -- there is no evidence before the Court that Carl didn't consent. And this idea of, well, Carl didn't have capacity, she's berating him on several of these recordings claiming you've got capacity.

You're chewing on your shirt because that's what you've got; is that right?

MS. BAYLESS: Your Honor, I'm going to object to him going into the substance of these recordings. I mean, if the Court wants to do something to make a determination about their illegality, that's one thing; but he is disclosing, again, the contents of illegal recordings.

THE COURT: And I think that's defendants arguing at this point, so let's --

MR. FEATHERSTON: Fair enough, Your Honor.

Well, then, the issue ultimately turns

down to this: Who makes the decision regarding whether these are illegal recordings or not, Bobbie or the Court? And I think the Court is in a much better position than Bobbie is.

And so this idea of let's gather up all the recordings and give them to Bobbie, that doesn't work for me. Let's gather them up and submit them for in-camera inspections, that is fine. Doing an agreed protective order like -- and that's what I have proposed in the past is -- I could see if these are being posted on Facebook or posted on some blog or sent out there to the general public, but for purposes of this litigation and that's, to my knowledge, the only way these have been used, and that's the only way I have used them is disclosing them in this litigation.

If they want to do some agreed protective order -- I have done several of them in trade secret cases where you basically come in and it's like, look, you don't file this with the Court, you don't do a transcript and file it for public record. If it is these particular recordings that are going to be filed with the Court, that is okay. We can submit them for in-camera inspection. I'm okay with that.

Doing a joint agreed protective order where, look, guys, the stuff we're disclosing in this particular case, we all think it's privileged and confidential and we don't think it should be disclosed anywhere else, that's what I proposed.

We intended to attach it as to exhibits, but it wasn't. We have got several copies of that. But doing a joint agreed protective order in this particular case that says, look, what happens in the courtroom stays in the courtroom with respect to these things, and they're not going to be hearing our grievances or recordings or things anywhere else, I'm okay with that.

So -- but just giving them to Bobbie and, okay, saying how do clients react, I have never seen anyone even ask for that type of relief, and I don't think it is anything that is contemplated under any of these statutes. I certainly have not seen anything under any of these statutes that says that's the relief that she's entitled to.

I think there was one other thing that she was asking for other than that they all be -- oh, the last thing she is asking for is for you to make a ruling on the evidence. It's a rule that this evidence is inadmissible.

And so I don't think the Court is in any position as we sit here today with the lack of evidence actually before the Court to make an evidentiary ruling.

And so, you know, to me, I think we can get maybe two-thirds of the way here with just a -- with continuing discovery in this case and doing a joint agreed protective order that says we're not sending it out to the rest of the world.

But for purposes of this case, if you want to submit it to the Court, don't file it as a public record, submit it in-camera, things of that nature. Mark it "confidential". Have Bobbie -- if I produce something and she thinks it's confidential, mark it "confidential." Send that in the letter. We can create a running list. It makes much more sense than what's being asked for and the relief that's being asked for in this particular motion.

I've just never seen it before. I don't see any rules. I don't see any authority.

THE COURT: Well, I think that -- I think that that proposal makes a lot of sense to me. No. 1, requiring an affidavit, I think you would be better off proposing that because requiring the affidavit to me is awfully one-sided. I think that

the interaction would be beneficial for you and for, you know, the person being deposed or the affiant.

MS. BAYLESS: The key, Your Honor, is that there would be some type of sworn presentation to how this was done, when it was done, who did it, that kind of says all of it.

THE COURT: Well, I think the deposition would be better suited for that.

And then on the -- as far as the illegality of these recordings, I think that that has to be explored before you launch into collecting all of this and delivering it, because I'm not convinced that it is illegally obtained, and I'm not convinced either way.

I think that if you guys could hold the issue in abeyance until depositions can be taken and more evidences is gathered, and then perhaps we have a hearing or perhaps these recordings are submitted in-camera, I think that's a better way to go about this as opposed to, essentially, you know, ruling today that they are inadmissible, that they were illegally obtained, and then require the defendants to offer an affidavit. Because I think that the affidavit he receives, you know, may not satisfy, you know, what you're trying to do.

So I think that giving the deposition, we can dig a little deeper and you can get a little more clarification. So I like the idea of a joint agreed protective order.

MS. BAYLESS: Well, the problem is -- Judge, the problem is, I'm not comfortable consenting on my client's behalf or having my clients consent that these can be disclosed any further than they already have been.

I mean, I think if I'm right -- and I understand that the Court doesn't want to pre-determine that -- but if I'm right, there have already been problems in that they have been disclosed to other parties. And to say, oh, I agree that can keep going on while we sort through this --

THE COURT: No, I think -- I wouldn't envision that. I mean, I would envision that these recordings would be protected. I mean, that's why I imagine it would be called a joint agreed protective order, because it would protect that from further dissemination. Am I right?

MR. FEATHERSTON: I think the discrepancy -- and let me just connect the dots -- I think what she's saying is I can't produce it to Amy and Carole. And Carole can't produce items to Anita

and Amy. And so that's what I think Bobbie is really arguing for is she doesn't want us to be able to talk amongst ourselves -- or she doesn't want us to be able to exchange those among ourselves. She wants them to go solely to her and -- is that a fair statement?

MS. BAYLESS: Well, I think there are two kinds of recordings here. There are the recordings where that's already happened, and it is a little bit harder to put that horse back in the barn. And, frankly, they probably all have what they each have, but I don't know. And I don't want somebody to -- on down the road say, well, of course, we exchanged those things because you -- that was part of our agreed protective order.

So to the extent that's already been done and those recordings have been sent and these people have them, that is just something they are going to have to deal with.

To the extent there are other recordings -- and, see, this applies literally to the deposition. I don't know who has gotten what from whom at what time. And so to say, well, yeah, you know, spread those all around now. They will be saying, well, that was done during the protective order period and that kind of thing.

So that's why I'm saying if there are other recordings -- and I have asked for all of the recordings and the original media that they were recorded on so we can see what has been done without the editing -- then I'm saying those should not be disseminated even to the other parties in this case until this issue is addressed.

THE COURT: You know, I think I agree with that, and so I think that makes sense. So if the recordings have already been disseminated among the defendants, you know, before today, there is no way to, as you say, put that horse back in the barn. But in the future, until there is a determination as to the legality of those recordings, I don't think that they should be disseminated among the attorneys.

MR. FEATHERSTON: So, Your Honor, I guess the issue I have with that is how do I know?

THE COURT: Right.

MR. FEATHERSTON: I mean, basically, what your ruling is is now I'm in jeopardy for all recordings, because now like -- how do I say, you know, hey, Neal, do you have this recording or -- you know, that's where there is a disconnect.

There is no way for me to be able to -- because then when I disclose -- I mean, you're going

to find out whether or not someone has a recording. Have you heard this particular recording? I mean, that seems like a dangerous ground to me.

And so I think the ability to sit here and, you know, exchange within this group, I think that's okay. I mean, I don't know that any other lawyer is going to be out there disclosing anywhere else because the lawyers are subject to the joint protective order as well.

And so I don't see the harm while you're in litigation -- and there's a bunch of, you know, litigation privileges that are associated with it, I'd have to go back to my office and find some of them, but I'm sure I could -- I don't know how I could find out has this been disclosed on your side or not.

And it certainly puts us at a disadvantage. I mean, it just -- that doesn't seem like a workable solution.

Essentially, what your ruling would be is, any recordings you got, you need to, one, assume that they are illegal; and two, not produce them to anybody else. And I can't do that.

I mean, there is no showing that these are illegal. And if I feel like there is one that is illegal, then maybe at that point I will, you know,

tread more carefully.

But at this point, I think I need to be able to communicate effectively with the other defense counsel, as well as the plaintiff's counsel and the pro se plaintiff we have in this case, and produce those documents or risk, you know, not being able to use what the Court finds later that, oh, no, it's not illegal, these are okay.

Now, all the other defendants are at a disadvantage just because maybe my client keeps better records than theirs do.

THE COURT: Well, and that makes sense to me, you know, so --

MS. BAYLESS: Well, all he has to do, Your Honor, is not give them to anyone else. We know what he sent around to everybody else, and frankly, Ms. Curtis turned those copies over to me because she was not comfortable even having them.

THE COURT: But I guess what he is saying is going forward if he receives something, then he's not able to really supplement his discovery either.

MS. BAYLESS: Well, when are we really going to try this case? I mean, we don't even get -- the temporary administrator has six months to look at

it. I am not suggesting that he's going to miss a deadline or something if we deal with this issue.

And in the interim, he doesn't disseminate these recordings, whatever he may get, it would be fine with me. And if he doesn't, he can possibly not disseminate them to me, either. I mean, I have not had them for 38 months. I got them a month ago so, you know, that's not hard. I don't see that it is hard at all.

He's already sent around these. We know that he sent those around. If he is saying that he's been busily, since he got my motion, sending them to everybody that he could so that they would already be out there, then I guess we will have to sort that out.

But if it is a question of he is not supposed to give them to any other third parties until a determination is made about this, then I don't see what's hard about that, that isn't putting him at any kind of a disadvantage.

It is not suggesting what can or cannot be admitted in trial because we're not near a trial. We're not -- I mean, I know we have a docket control order, which no longer has much meaning or anything. We're supposed to be here today on a deadline on

summary judgment, so we are not.

So it seems like a simple matter to say, okay, I've got to put the brakes on anybody else receiving these recordings until we get to the bottom of the nature of the recordings.

MS. BEDUZE: Your Honor, I just want to make sure I'm understanding.

It is my understanding that these recordings have not been disseminated to any third party. They have been disseminated to counsel and -- but to these five individuals and their respective clients.

THE COURT: Right.

MS. BEDUZE: So any suggestion to otherwise, I would take issue with.

And we do not believe -- it would be very perfect for us to try to agree to a protective order that protects the dissemination of the recordings that have already been exchanged, produced, pursuant to part of discovery, and any additional recordings that may come to light that, you know, through the act of discovery.

And, I mean, in order to conduct the discovery, in order to take different depositions, which Ms. Bayless is wanting to take certain

depositions in lieu of the affidavit that she was originally requesting in front of you today, these recordings will need to be produced so that everyone can know and properly prepare for those depositions in which the recordings will be -- the information and the details of the recordings will be further delved into.

And so that end, my client, before retaining Crain, Caton & James, she did, in fact, give her deposition. And it is my understanding she responded as a pro se individual to over 300 production requests.

So the fact that discovery has not gone forward, and the fact that information has not been given freely, that's false with respect to my client, Carole, in that she has responded to that discovery, and we have supplemented when we have information.

But, again, Carole is only in this lawsuit as the beneficiary of the trust. She is not a trustee. And so, you know, it is the role of all the parties, no matter which side they're on, is to freely exchange information. And to hinder -- and I believe that stopping the recordings from being exchanged by all parties would hinder the ability to move forward -- to move this case forward.

I know they were down here two weeks ago, and I believe getting Mr. Lester appointed will further move this case forward. But in order to deal with things, we need to have a free exchange of information.

THE COURT: Okay. I have a meeting at 12:15, so I've got to get going. And I apologize, I should have said that earlier.

But let's work on an agreed protective order. I think it is difficult to restrain only the dissemination of these recordings among the attorneys.

And future recordings that have not already been disseminated, it might be a good idea for the attorneys just to have a hearing on it and get a determination whether or not it should be disseminated at that point. I don't know how many recordings there are, but --

MS. BAYLESS: I don't either.

THE COURT: What's that?

MS. BAYLESS: I don't know either.

Let me just say, Judge, I'm not going to enter into an agreed order that says those recordings can be disclosed to anyone. I just don't think I can do that.

THE COURT: Well, when you say third

parties, you're referring to anyone but the attorney who is in the suit as a legal attorney. I mean, third parties mean other than the defendants' attorneys and defendants?

MS. BAYLESS: Other defendants' attorneys in this case and other defendants, yes, that's what I mean. I don't mean other than those. I mean, those who are --

THE COURT: I'm just trying to clarify because Ms. Beduze said, you know, she took issue with the suggestion that these videos and recordings were being disseminated to third parties. I think that there was a missed communication about those third parties --

MS. BEDUZE: Correct. I will use the term "third parties" to be, you know, outside of the individuals involved in the lawsuit.

MS. BAYLESS: You know, I have absolutely no idea.

THE COURT: Well, let's work on a draft. Can we get the draft of a joint agreed protective order started, and see if you guys can come up with some sort of an agreement?

Otherwise, I mean, is there something I can rule on right now? I mean, is there something you

want guidance for other than this issue of how to deal with these recordings, because I don't have the answer to that. I don't know if there are even -- we could be displacing our findings cause all of the recordings have been produced, I don't know.

MS. BAYLESS: I think that's unlikely, Your Honor. But the problem -- here is the problem. While we explore these issues in depositions or however we explore them, if there is no constraint on their providing these documents -- of these recordings to other people, whether it is Carole sending her video recordings to Anita and Amy as she already did, and that's -- and so if Anita produced them, Carole didn't. She says Carole has provided all this discovery. Carole didn't provide those.

So unless there is some kind of constraint that there is to be no disclosure other than if -- other than Mr. Featherston talked about, he might be able to get a list of whom they have been provided to and when and that kind of thing. But without knowing, there may be -- the size of this recorder, there could be hundreds of hours of recordings.

And so without knowing what there is, without having the original means, without knowing any

of that, and until we know that, there is nothing preventing them from passing this around everywhere.

They obviously are not concerned about the statutes that prohibit it. And so unless this Court directs that those are not to go anywhere until we make a determination, and we establish a time period to make that determination, I just -- I cannot --

THE COURT: Okay. I think this is what -- this is my solution, I think, the best that we can come up with, sign a temporary order on it until an agreed protective order can be entered.

MS. BAYLESS: And the temporary order will --

THE COURT: It will expire at some point, and then we'll have a hearing when it expires, you know, the sooner the expiration date of the protective order or the date that a joint agreed protective order is entered. Does that make sense?

MS. BAYLESS: And the terms of this temporary order will be what?

THE COURT: I don't know that. I would have to go work on it. And then I'm assuming you guys can review and comment, and then I would enter it. And then, hopefully, you can come up with an agreed

order that would be better suited for the case. But until then, that's the only solution I can think of.

MR. SPIELMAN: Judge, if I may, I think whether it's in the temporary order or whether it's something that we can work on after that point, it can be maybe a stair step.

But I think what counsel has been saying about the need for the attorneys to be able to exchange so that, in theory, we can prepare our clients for, one, we can make sure that there are not any other recordings other than those that have already been exchanged. We need that part.

And then, two, I think what I heard a little bit of if -- if the concern is that, well, did Carl consent? Well, was Carl competent? That could be the second stage of people that need to hear these recordings.

I don't know how you determine his competency back then, but perhaps it is a professional who can hear the recordings and make some kind of determination.

I'm not saying that's the direction this goes, but it seems if the excuse -- if the defense is going to be that Carl was incompetent, and therefore, could not consent, we cannot have our hands

tied behind our back with regard to who can assist in either -- in evaluating that --

THE COURT: Okay. Well, that may be appropriate for the agreed protective order, so -- but as far as my temporary order is concerned, I'm not going to make it that complicated. So I don't -- I really don't know what I'm going to do at this point, but I'm going -- I will draft something up and you guys can comment on it. I don't want to mess things up for you, but I do think that it is appropriate to protect the dissemination of this information in the meantime so that we can get the issue resolved.

MS. BEDUZE: And, Your Honor, if you would -- I do believe we have a copy if you would like to see or hear the recordings that is --

THE COURT: Not yet.

I've got to go. I'm already late.

(CONCLUSION OF PROCEEDINGS.)

STATE OF TEXAS ::

COUNTY OF HARRIS ::

I, JUDITH J. KULHANEK, Deputy Official Court Reporter in and for Probate Court No. 4 of Harris County, Texas, do hereby certify that the foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested by counsel for the parties to be included in this volume of the Court Reporter's Record in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Court Reporter's Record does not include any exhibits as none were offered and/or admitted.

I further certify that the cost for the preparation of this Court Reporter's Record is $ 260.00 , paid by plaintiff, CARL BRUNSTING.

WITNESS MY OFFICIAL HAND on this, the 18th day of August, 2015.

/s/ JUDITH J. KULHANEK
JUDITH J. KULHANEK, CSR #598
Deputy Official Court Reporter

MY COMMISSION EXPIRES:
DECEMBER 31, 2016

FILED
9/4/2015 2:49:39 PM
Stan Stanart
County Clerk
Harris County

DATA ENTRY
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NO. 412,249

PROBATE COURT 4

ESTATE OF	§	IN THE PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

NOTICE OF HEARING

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE BE NOTIFIED that the hearing on Greg Lester's, Temporary Administrator Pending Contest of the Estate of Nelva E. Brunsting, Deceased, Application for Authority to Retain Counsel – MacIntyre, McCulloch, Stanfield & Young, LLP for the above entitled cause has been set for **Thursday**, **September 10, 2015**, at **2:00 p.m.** in the Probate Court Number Four (4) of Harris County, Texas:

Respectfully submitted,

MacINTYRE, McCULLOCH, STANFIELD & YOUNG, LLP

By: _____

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was sent by e-mail, e-serve, facsimile, and/or United States certified mail, return receipt requested, on this the 4th day of September, 2015, to the following parties:

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NO. 412,249-401

CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
	§	
Plaintiff,	§	
	§	
V.	§	**NUMBER FOUR (4) OF**
	§	
ANITA KAY BRUNSTING, ET AL	§	
	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

CANDACE LOUISE CURTIS' VERIFIED MOTION FOR PARTIAL SUMMARY JUDGMENT WITH CONCURRENT PETITIONS FOR DECLARATORY JUDGMENT

TO THE HONORABLE PROBATE COURT:

COMES NOW Candace Louise Curtis filing this Verified Motion for Partial Summary Judgment with Concurrent Petitions for Declaratory Judgment and in support thereof would respectfully show as follows:

I.

Summary and Declaratory Judgment Issues

This is a case involving numerous breaches of fiduciary duties by persons occupying the offices of trustee under questionable authority who, while exercising the powers of the office to perform improper transactions in a biased and self-serving manner, have affirmatively performed none of the duties required under the terms of the trust instruments, have affirmatively performed none of the duties required by Texas property statutes, and have affirmatively performed none of the duties required by the Texas common law.

Notwithstanding Defendants' selective disclosures over these past five years and their continuing obfuscation, there has been more than adequate time for both honest and complete fiduciary disclosures and for pretrial discovery. The requisite evidentiary support for these motions is contained within the Court's record. The evidence is clear, positive, uncontradicted, and of such nature it cannot rationally be disbelieved; there is no legitimate controversy as to any material fact; and Plaintiff is entitled to judgment as a matter of law on the issues expressly set out in this motion.

This motion for partial summary judgment seeks relief on four specific breaches of fiduciary duties at issue in the matters before the Court. Additionally, a de son tort claim and

petitions for declaratory judgments relate to the validity, efficacy and interpretation of instruments and the proper standing of parties.

The claims for breach of fiduciary relate only to the period of time between the death of our Mother Nelva Brunsting on November 11, 2011 and the filing of this motion. The several petitions for declaratory judgment relate to instruments authored after the incapacity and/or demise of Elmer Brunsting.

Plaintiff asks the Court to interpret the several claims for breach of fiduciary and the several petitions for declaratory judgment considering the totality of the circumstances in Toto with the records of the several proceedings.

II.

Summary Judgment

Pursuant to Texas Rule of Civil Procedure 166(a):

> *A party seeking to recover upon a claim, counterclaim, or cross-claim or to obtain a declaratory judgment may, at any time after the adverse party has appeared or answered, move with or without supporting affidavits for a summary judgment in his favor upon all or any part thereof. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to amount of damages.*
>
> *The judgment sought shall be rendered forthwith if (i) the deposition transcripts, interrogatory answers, and other discovery responses referenced or set forth in the motion or response, and (ii) the pleadings, admissions, affidavits, stipulations of the parties, and authenticated or certified public records, if any, on file at the time of the hearing, or filed thereafter and before judgment with permission of the court, show that, except as to the amount of damages, there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law on the issues expressly set out in the motion or in an answer or any other response.*

In Branult v. Bigham, 493 S.W.2d 576 (Tex. App. -- Waco [10th Dist], 1973 the court held that:

> *A person interested as or through a . . . trustee . . . other fiduciary . . . or cestui que trust in the administration of a trust . . . may have a declaration of rights or legal relations in respect to the trust. . . i. to ascertain any class of creditors, devisees, legatees, heirs, next of kin or others; ii. to direct the . . . trustees to do or abstain from doing any particular act in their fiduciary capacity; or iii. to determine any question arising in the administration of the trust . . . including the construction of . . . other writings.*

III.

Burden of Proof

The burden of proof is on the fiduciary to show that he has fully performed his duties, and the means for such proof is full disclosure and a sufficient and proper accounting.

> *Where facts lie peculiarly within the knowledge of a party and cannot, in the nature of the case, be known to his adversary, the party having knowledge has the burden of proving the facts. Spencer v. Petit, Tex. Civ. App., 17 S.W.2d 1102 @ 1106, (Affirmed, Tex. Com. App., 34 S.W.2d 798).*

In Frethey v. Durant, 48 N.Y.S. 839 (N.Y.A.D. 1 Dept. 1897), it was held that:

> *when a fiduciary relation is shown to exist, and property or property interests have been entrusted to an agent or trustee, the burden is thrown upon such agent entrusted to render an account, and to show that all his trust duties have been fully performed, and the manner in which they have been performed. It is assumed that the agent or trustee has means of knowing, and does know, what the principal or cestui que trust cannot know, and is bound to reveal the entire truth.*

IV.

Beneficiaries Have Express Statutory Standing to Seek Declaratory Judgments

Texas Civil Practice and Remedies Code §37.005:

> *Sec. 37.005. DECLARATIONS RELATING TO TRUST OR ESTATE*
>
> *A person interested as or through an executor or administrator, including an independent executor or administrator, a trustee, guardian, other fiduciary, creditor, devisee, legatee, heir, next of kin, or cestui que trust in the administration of a trust or of the estate of a decedent, an infant, mentally incapacitated person, or insolvent may have a declaration of rights or legal relations in respect to the trust or estate:*
>
> *(1) to ascertain any class of creditors, devisees, legatees, heirs, next of kin, or others;*
> *(2) to direct the executors, administrators, or trustees to do or abstain from doing any particular act in their fiduciary capacity;*
> *(3) to determine any question arising in the administration of the trust or estate, including questions of construction of wills and other writings; or*
> *(4) to determine rights or legal relations of an independent executor or independent administrator regarding fiduciary fees and the settling of accounts*

V.

Summary of the Motion

As the record will show, Defendants Anita and Amy Brunsting claim to be co-trustees for the entire Brunsting family of trusts. Anita claims to have become sole trustee for the entire Brunsting family of trusts via Nelva's resignation and trustee appointment on December 21, 2010. Plaintiffs Carl Brunsting and Candace Curtis are co-beneficiaries of the Brunsting family of trusts along with Defendants Amy, Anita, and Carole Brunsting. (see Exhibit 1 and Defendants' pleadings)

A fiduciary relationship exists as a matter of law. Amy and Anita owed and continue to owe fiduciary duties to Carl Brunsting and Candace Curtis. Anita and Amy have breached the fiduciary duties owed to all of the beneficiaries, and Plaintiffs have suffered and continue to suffer egregious injury and are entitled to remedy as a matter of law, as hereinafter more fully appears.

VI.

Breach of Fiduciary Claims

1. Abuse of Discretion: Failure to create individual trust shares or fund personal asset trusts
2. Duty of Competence: Failure to account for known trust assets - EE Bonds
3. Duty to Account: Failure to render full, true, complete, and timely accountings
4. Breach of affirmative fiduciary duty of full disclosure.

VII.

Summary of Petitions for Declaratory Judgments

Plaintiff seeks the following declaratory judgments as supported hereinafter.

That:

1. the July 1, 2008 appointment of successor co-trustees is invalid[1]
2. the August 25, 2010 appointment of successor co-trustees is invalid as to the Family and Decedent's irrevocable trusts[2]
3. the December 21, 2010 appointment of successor trustees is invalid as to the Family and Decedent's irrevocable trusts[3]
4. the December 21, 2010 resignation instrument is invalid as to the Family and Decedent's irrevocable trusts[4]

[1] Exhibit 11-a
[2] Exhibit 11-b
[3] Exhibit 11-d
[4] Exhibit 11-c

5. the 2005 restatement as amended in 2007 is the current law of the trust
6. Plaintiffs Carl Brunsting and Candace Curtis are the de jure trustees for the Family and Decedent's irrevocable trusts; and
7. Defendants Amy and Anita Brunsting are trustees de son tort, liable for any breaches of fiduciary committed by them while occupying the office of trustee for the Family and Decedent's irrevocable trusts; and
8. If Defendants cannot verify original appointment instruments before the Court Plaintiff asks for a declaratory judgment that Carl Brunsting and Candace Curtis are also the de jure trustees for the Nelva E. Brunsting Survivor's Trust.

VIII.

History of "The Trust" and the Significance of Trust Events

In 1996 Elmer Brunsting and his wife Nelva Brunsting created the original Brunsting Family Living Trust[5] for their benefit and for the benefit of their 5 children (Original trust Exhibit 6).

That trust instrument named Founders Elmer and Nelva as the initial co-trustees, but in the event that both of them should cease to serve the successor trustee designation was listed:

a. First Anita
b. Second Carl and
c. Third Amy

The original trust lay dormant until January 2, 2005 when it was restated in its entirety (2005 Restatement Exhibit 7). The successor co-trustees after the 2005 Restatement were:

a. Carl Henry Brunsting and Amy Ruth Tschirhart[6]
b. Alternate Candace Louise Curtis

The significant fact is that Elmer and Nelva jointly removed Anita entirely as a successor trustee in 2005. It must be presumed that Elmer and Nelva had a reason for removing Anita.

The Brunsting Family Living Trust was amended by both Elmer and Nelva for the first and only time in 2007 (Exhibit 8), and after that amendment the named successor co-trustees were:

a. Carl Henry Brunsting and Candace Louise Curtis

[5] Bates Brunsting001517

[6] Bates P326 obtained by Blackburn

b. Alternate Frost Bank

The significant facts here are that Elmer and Nelva jointly removed Amy as a successor co-trustee and they did not put Anita or Carole on as an alternate, but instead named Frost Bank.

It is also significant to note that this was the last A/B trust instrument signed by both Elmer and Nelva Brunsting and is inarguably the current law of "the trusts".

TRUST VITIATIONS

Elmer Brunsting became incapacitated and was apparently declared by two doctors to be incompetent in June of 2008. Surfacing after more than three years of litigation and demands for production is a document referred to in other instruments as an appointment of successor trustees dated July 1, 2008.

July 1, 2008 Appointment of Successor Trustees

The only copy of this instrument thus far known, recently surfaced at pages 135-139 of a 143 page pdf document labeled "supplemental production" received from Anita Brunsting on June 25, 2015, a copy of which is attached as Exhibit 11-a.

The quality of this copy is not only unacceptable but the instrument is invalid on its face, as under Article IV Section D of the restatement Nelva could only remove trustees she had individually appointed.

2005 Restatement Article IV Section D

> *Section D. Resignation or Removal of Our Trustees. We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.*

Elmer had already been declared incompetent in June and was unable to sign trust amendments. His incompetence is mentioned in the July 1, 2008 instrument which was signed by Nelva alone. Because Elmer was incompetent and not deceased, there was no survivor's trust to change trustee appointments for, and since the successor co-trustees for the family trust had been selected by Elmer and Nelva jointly, the successor co-trustees for the family trust could not be changed by Nelva alone under the terms of Article IV (D) of the restatement.

Thus, when Elmer passed on April 1, 2009 the successor co-trustees for the irrevocable Family and Decedent's trusts could only be those named in the 2007 Amendment -- Carl and Candace, with Frost Bank as the alternate.

As Carl Brunsting was the first successor co-trustee in every instrument, nothing really changed after Elmer's death with the exception of the names of trust assets as to ownership interests. Assets were either transferred to a Decedent's Trust or a Survivor's Trust using various certificates of trust, but no individualized indentures for either trust were ever formally expressed. This is the first place where ambiguity finds fertile ground.

August 25, 2010 Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement

On July 3, 2010 Carl Brunsting fell ill with encephalitis. Candace Freed's notes dated July 30, 2010 reveal that her instructions to change the trustee designations and dispositive provisions of the trusts came from previously removed successor trustee Anita Brunsting and not client Nelva Brunsting at all. (Exhibit 12)

The note says Anita's instructions were to make her and previously removed successor co-trustee Amy Brunsting successor co-trustees, with Frost Bank as the alternate. The notes also say to put Carl's inheritance under Amy and Anita's control. What Anita had requested and Freed drew up is exactly what Elmer and Nelva Brunsting intended to prevent with the 2005 Restatement and the 2007 Amendment, which are the last A/B trust agreement instruments signed by both.

The instructions from Anita to Freed find their way into an instrument expressed as a "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" allegedly signed by Nelva Brunsting on August 25, 2010. However, Plaintiff finds no exhibits in the disclosures that would indicate the source of the instructions to also place her inheritance expectancy under the trusteeship of Amy and Anita Brunsting. Nelva Brunsting herself said that's not true. (Exhibit 13)

Exhibit 10 is a collection of various Bates stamped exhibits of the alleged August 25, 2010 QBD. Of note is the fact that there are three versions of the signature page. Attached to Anita's 156 page objection to the Court's approval of a distribution, filed December 5, 2014, is the version bearing Bates Stamp P229. This is also the version Plaintiff Curtis received by mail. One can easily see the CAN preceding the alleged signature of Nelva Brunsting.

The next version bearing Bates stamps P192, P7168, V&F000389, P-76 and P12755 show both signatures floating way above the lines. This version appears in Carole's 133 page objection to Plaintiff's application for distribution filed Feb.17, 2015. This version also appears

in a business records affidavit from Frost Bank (Exhibit 9) as having been attached to an email received from Amy Brunsting in December 2011.

The third version (P443) was obtained for Carl Brunsting by attorney Blackburn from Anita. P443 and P1015 match the version attached to Curtis' original federal complaint (as Exhibit P-40), identified in her attached affidavit as having been received from Anita Brunsting via email October 23, 2010.

REMOVAL OF NELVA BRUNSTING BY FORCE

Nelva and Carl were excluded from a phone conference called by Candace Freed (Exhibit 5-a)[7] and held on 10/25/2010. After that conference Curtis had a phone conversation with Nelva regarding the alleged 8/25/2010 QBD. Carole later emailed Curtis about overhearing Nelva on the phone to Freed, telling Freed to change it back and that she wasn't going to follow the changes Freed had made to the trust (Exhibit 5-b). Subsequent to the phone conversation referred to in Carole's email, apparently Candace Freed requested that Nelva be evaluated for competency. Candace Freed later wrote a follow up email on November 17, 2010 explaining her reasons for subjecting Nelva to a competency evaluation. (Exhibit 14)

Defendant's, having failed in their attempt to have a very lucid Nelva Brunsting declared incompetent, and after disfiguring the Family, Decedent's, and Survivor's trusts with their 8/25/2010 QBD, still not being satisfied that the scheme to steal their siblings' inheritance expectancies was fool proof, Anita, Amy, Carole and Candace Freed converged on Nelva in her own home on December 21, 2010, leaving Nelva no place to retreat. (Exhibit 25)

Nelva is alleged to have voluntarily signed resignation papers prepared by Candace Freed that improperly gave Anita total control over the assets of the entire Brunsting family of trusts, but those changes could not be made under the law of the trust. Under Article III of the 2005 Restatement as lawfully amended in 2007, the family trust became irrevocable at the death of Elmer Brunsting April 1, 2009, but could also not be changed after Elmer's incompetency certification of June 2008, as it was an A/B trust requiring both Founders' agreement to effect any changes.

[7] Plaintiff Curtis original petition filed in the federal court on February 27, 2012 was made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

IX.

The Claims

Each of the following claims for breach of fiduciary relates to the period of time between the death of Nelva Brunsting and the filing of this motion. All of the Articles, exhibits and claims herein stated, and the attached Memorandum of Points and Authorities are hereby incorporated by reference as if restated in every other Article and Claim.

Claim 1. Abuse of Discretion: Failure to Create Individual Trust Shares or Fund Personal Asset Trusts

Article X of the 2005 Restatement of the family trust requires the trustees to distribute the trust res into five Trust Shares for the five beneficiaries, to be created upon the death of the second Founder. (Exhibit 7)

The 8/25/2010 Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement that Defendant's cling to, but have not produced, requires the trustees to establish five personal asset trusts upon the death of the second Founder.

Nelva Brunsting, the second Founder, died November 11, 2011. It does not matter which instrument was to be followed, the trustees are in breach for failure to act and failure to seek judicial guidance in either circumstance, which is a clear case of abuse of discretion.

The injunctive order issued by the federal court April 9, 2013 not only enjoins Defendants from spending trust funds without prior court approval but, in fact, also compels Defendants to deposit income into an appropriate account for the beneficiary.

> *In light of what appears to be irregularities in the documents and the failure of the Trustee to act in accordance with the duties required by the Trust, the Court ENJOINS the Trustee(s) and all assigns from disbursing any funds from any Trust accounts without prior permission of the Court. However, any income received for the benefit of the Trust beneficiary is to be deposited appropriately in an account.*

On June 25, 2015 Amy responded to Curtis' 1st interrogatories (Exhibit 22) and in her answers she blames Carl and Candace for bringing litigation as the cause for her inability to meet her fiduciary obligations.

Answering interrogatory 1 Amy states: (emphasis added)

> *The Personal Asset Trusts have not been established. <u>This is a result of the various lawsuits that have been filed by Carl and Candace</u>, as well as the injunction previously requested by Candace and Carl. If, as and when formed,*

they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees

Amy further claims in interrogatory No.2:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

According to Anita Brunsting's June 4, 2015 answer No. 18 to Curtis' interrogatories regarding the irrevocable trust provisions for establishing personal asset trusts, Anita says Nelva "superseded" the irrevocable A/B trust agreement. (Exhibit 23) (Emphasis added)

18.Describe the steps you have taken to honor the provisions of Article X, Section B(1)(a)(i) of the Brunsting Family Trust?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (i.e., before Nelva's death or after Nelva's death) and is, therefore, vague. The referenced section was superseded by Nelva and therefore, is inapplicable.

In Amy's Verified Answer to Plaintiff Carl Brunsting's Petition for Declaratory Judgment[8], for Accounting, for Damages, for Imposition of a Constructive Trust, and for Injunctive Relief, filed May 13, 2013, Amy seeks to take refuge in the fact the personal asset trusts have not been "created" where she states:

AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Asset Trust because such trusts have not been created and therefore do not contain any trust property.

In Anita Brunsting's June 4, 2015 answer to Curtis' 1st written interrogatories (Exhibit 23) in response to number 19, Anita blames "the litigation" for failure to fund the personal asset trusts: (Emphasis added)

19. Describe the steps you have taken to honor the provisions at Page 6 Item C of the August25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

[8] Filed with this Court 5/13/2013 BT-2013-154977

RESPONSE: After Nelva's death, defendant began the process of collecting assets, informing trust beneficiaries, and working the attorneys specifically referenced in such section to implement the terms of the trust instruments. The trustees and their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries. ***Candace then brought litigation****.*

The 2005 Restatement and the 2007 Amendment were the last A/B trust agreements signed by both Elmer and Nelva Brunsting. Limitations on the Founder's ability to amend or revoke "the trust" were provided in Article III Section B (Exhibit 7) which reads as follows: (*emphasis added*)

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****.*

Thus, any instruments claiming to have amended the irrevocable Family trust after the incapacity of Elmer Brunsting and any instruments claiming to amend the irrevocable Decedent's trust after Elmer's death are invalid on their face, and those would include the proclaimed changes in successor co-trustees as hereinafter more fully appears.

Pursuant to Article X of the 2005 Restatement, which Nelva had no power to supersede, the trustees were to establish five trust shares for the five beneficiaries at the death of the surviving founder.[9]

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

Beneficiary	*Share*
CANDACE LOUISE CURTIS	*1/5*
CAROL ANN BRUNSTING	*1/5*
CARL HENRY BRUNSTING	*1/5*
AMY RUTH TSCHIRHART	*1/5*

[9] Exhibit 7 Article X page 10-1

There is no legal authority to support the notion that a suit brought by a beneficiary against a trustee for breach of fiduciary, or that animosity between the trustee and a beneficiary in any way relieves the trustee of performing the fiduciary duties the trustee owes to the beneficiary.

Nelva Brunsting died November 11, 2011. Article X of the 2005 restatement requires establishment of five trust shares at the death of the second Founder. The 8/25/2010 QBD requires distribution to 5 personal asset trusts at the death of the second Founder. Therefore, it matters not what instrument is relied upon, the trustees are in breach for failure to exercise discretion in either circumstance.

The federal Court found the trust required establishment of individual trust accounts and that the trustees had failed to fund the trust accounts. The injunction commands Defendants to deposit income into an appropriate account for the beneficiary and yet no income has been deposited appropriately into an account for any beneficiary. Defendants cannot blame the injunction for refusing to do what it commands!

There is no legal nexus between litigation and Defendants' proclaimed inability to act and no known legal authority exists to support such claims. Defendants have offered no valid defense as to why separate trust shares or personal asset trusts, have not been "set up", as Amy's March 6, 2012 affidavit claims. (Exhibit 1)

Defendants have offered no valid defense as to why separate trust shares have not been created, as required under the terms of the 2005 Restatement, or as to why personal asset trusts have not been "set up" as required under the terms of the 8/25/2010 QBD and as required under the terms of the federal injunction.

It should be judiciously noted here that the willful violation of a federal Court injunction is not merely a civil contempt but also a federal crime under Title 18.[10] If Defendants were uncertain what instruments to follow they had a constructive trustee duty to petition for judicial guidance, which they also failed to seek.

Claim 2. Duty of Competence: Failure to Account for, Protect and Maintain Trust Assets - EE Bonds

[10] 18 U.S.C. § 402 : US Code - Section 402: Contempt's constituting crimes

Defendants owe Plaintiff a duty to take possession of and protect trust assets. Defendants have known of the existence of U.S. Treasury EE Bonds held in the name of the family trust and have refused or otherwise failed to take possession, protect or account for the known EE Bonds.

Plaintiff Curtis sought an accounting for the EE Bonds in her initial complaint on February 27, 2012 (28 months after Anita claims to have become trustee). (Exhibit 5)

Fourteen months after Plaintiff Curtis' initial filing the federal Court issued an injunction to prevent wasting of the assets and a special Master was appointed to prepare an accounting of the income and disbursements of the trust from the date Anita Brunsting claims to have become sole trustee through May 31, 2013.

The Special Master appointed by the federal Court issued his report July 31, 2013 and the Defendants filed a response and an objection. On August 13, 2013 Curtis filed her response to Report of Master[11] and demanded at items 4 and 5 that Defendants account for U.S. Treasury EE Bonds held in the name of the trust.

A hearing was held September 3, 2013. While testifying the Special Master expressed questions as to the whereabouts of said bonds. (Exhibit 18)

Ten months later, still having no information about the EE Bonds, other than the Defendants' own production of April 2013, Plaintiff Curtis sent a letter of inquiry to the U.S. Treasury and subsequently received a response regarding the EE Bonds. (Exhibit 21)

December 14, 2014, Brad Featherston apparently emailed Plaintiff Curtis' prior counsel Jason Ostrom, and Carl Brunsting's counsel Bobbie Bayless asking for permission to "cash the bonds and deposit the money". (Exhibit 20)

Anita's June 4, 2015 answer to Curtis' interrogatories claims trustee failure to account for EE bonds is Plaintiffs' fault: (Exhibit 23) (Emphasis added)

> *23. What was the date of your prior inquiry and why was the inquiry made more than one year after you were noticed of the existence of those EE Bonds?*
>
> *RESPONSE: Candace and Carl consistently and repeatedly accused Carol of stealing bonds that were alleged to be in the name of Nelva or Elmer.* ***Defendant did not see a record of the bonds being in the name of the trusts****. In late 2014, Carol informed defendant that she could request a record of the outstanding bonds, which was done in mid to late 2014.*
>
> *24. What claim(s), if any, were you asking to be processed?*

[11] See Exhibit 17

RESPONSE: None.

25. Did you subsequently submit the properly completed forms? If no, why not? If yes, what were the results and where are the transaction records?

RESPONSE: No, because Candace would not agree to the disposition of the bonds and the legal fees to seek court approval to cash the bonds in light of Candace's failure to agree made the transaction cost prohibitive.

Defendants blame Carl and Candace for their refusal to account for the EE Bonds, but there is no legal nexus between alleged accusations that Carole stole the bonds and Defendants' fiduciary duty to account for the bonds. There is no legal authority to support the notion that a fiduciary's duty to account is somehow dependent upon a beneficiary's permission to cash bonds, and there is no rational connection between requesting the reissue of EE bonds and a beneficiary's permission to cash bonds. Defendants' posture is not a legal defense to failure to account.

Anita's response to Plaintiff Curtis' interrogatories claims that she did not know about EE bonds in the name of the trust[12] when 1) they are identified in Defendants' own disclosures[13] 2) Plaintiff Curtis specifically demanded Defendants account for the bonds in her August 13, 2013 Response to the Report of Master[14] 3) Plaintiff Curtis' original federal complaint mentions the EE bonds[15], and 4) the Special Master mentioned his curiosity as to the whereabouts of the unaccounted for EE bonds while testifying at the hearing on the Masters report September 3, 2013.[16]

The refusal to secure and preserve known trust assets by certifying authenticated copies of trust documents to the US Treasury in order to cause the reissue of the US Treasury EE series bonds is not a mistake, inadvertence or excusable neglect.

Claim 3. Breach of Fiduciary Duty to Account: Failure to Render Full, True, Complete, and Timely Accounting

Beginning with Anita's acceptance of the appointment of successor trustee, (Exhibit 11-e) when Nelva allegedly resigned on December 21, 2010, semi-annual accountings to Nelva were thus required on the summer and winter solstice, June 22nd and December 21st of each year.

[12] Exhibit 23
[13] Exhibit 19
[14] Exhibit 17
[15] See This Courts record 02102015:1527:P0082
[16] Exhibit 18

Amy Brunsting claims to have become a successor co-trustee with Anita when Nelva died on November 11, 2011. (Exhibit 1) (Amy Affidavit) No accounting was rendered December 21, 2011. Amy's Affidavit claims they have done the best that they can in the short time since Mother's death, but if accountings had been timely and properly prepared for Nelva by Anita, then it would have been a simple exercise to update them with the December bank and brokerage information. Current bank and brokerage statements continue to be withheld as of this writing.

The first quasi-accounting in the form of spreadsheets[17] was received on April 5, 2012 in response to a December 2011 demand for a statutory accounting. The only other accounting was performed by the Special master and no formal statutory accounting has ever been performed or submitted to all of the beneficiaries.

Based upon Defendants' previous reference to the federal injunction as "questionable" and having received inadequate "accounting" information, Plaintiff Curtis has again become profoundly concerned about the economic health of "the trust" and did send demand for statutory accounting June 15, 2015. (Exhibit 24) The statutory time has long since run and no accounting has been rendered.

Claim 4. Breach of Affirmative Fiduciary Duty of Full Disclosure

Defendants have no legal defense for their refusal to honor the affirmative fiduciary duty of full disclosure and transparency. As can easily be seen from Plaintiff Curtis' original federal complaint and Affidavit, the lawsuits were brought to compel the performance of fiduciary obligations, primarily those of accounting and disclosure.

At this late juncture Defendants' only defense to their abject failure to perform any fiduciary duties, is to assert that Carl and Candace are no longer beneficiaries because they brought litigation to compel fiduciary accounting and disclosures. This is yet another defense effort to remove loyalty and accountability, the very essence of the fiduciary relationship itself.

X.

Conclusion – The Emperor Wears No Clothes

Historiographically, we have obfuscation and subterfuge and what appears to be elder abuse; de-facto trustees assuming the office; troublesome disposition of trust assets; an absence of competent book keeping; failures to disclose and account; questionable documents; improper

[17] Exhibit 2

changes to irrevocable trusts; stalking; illegal wiretapping; and an absolute and complete absence of any fiduciary duties fulfilled without judicial compulsion.

Defendants cannot blame their failures to act on litigation brought to compel honoring of fiduciary obligations. The injunctions applied for and issued to prevent further misapplication of assets and to compel the honoring of fiduciary obligations, are not an excuse for failure to act.

Defendants have stated no valid legal defense and their excuses are nothing but confessions. Taken together, mere 'incompetence' cannot explain the synchronicity of events.

Defendants' pleadings and answers to interrogatories confess what their intentions have been all along. The plot was to steal Carl and Candace's inheritance expectancies and then to declare their victims "disinherited" should they object, just as Candace suspected in her email to Carole in October of 2010, and just as Defendants stated in their answers to Plaintiff's interrogatories and objections as exhibited herewith.

Anita, Amy and Carole kept their consorted acts secreted, refused to answer, and waited for Carl and Candace to seek judicial remedy to spring their disinheritance trap. In other words, the 8/25/2010 QBD was intended to eliminate accountability and the duty of loyalty, which no Court has ever even attempted, as that would dissolve the fiduciary relationship itself, an improper act, which is exactly what Defendants appear to have intended from the onset.

Defendants' plot was also clearly depicted in the Affidavit attached to Plaintiff Curtis' original federal complaint, filed February 27, 2012, now a part of this Court's record.[18] (Emphasis added)

> *I saw Carl and Drina for the first time since our Father's death, at our Mother's funeral. I did not know what to expect. Carl was talking to someone when Drina and I saw each other. In the blink of an eye we were hugging each other and crying. The deep wounds created by what had transpired over the last 16 months immediately began to heal. The bond between Carl, Drina and I was rekindled over the next few days. The difficulty for all of us was coming to grips with the notion that, apparently, behind our backs, Anita had made a concentrated effort to take control of the entire trust, and our individual inheritances, in such a manner that if Carl and I complain about it, she gets to keep it, all the while asserting to others that our Mother made this decision ON HER OWN. I know she did not, because she said so to me on the phone. She took my concern to heart and subsequently sent me a handwritten note saying, again, that it was not true.*[19]

[18] Plaintiff Curtis original petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

[19] See Exhibit 13

Observe Amy's recent answers to interrogatories. (Exhibit 22 p.13 emphasis added)

(k) What factors does the decision-maker measure in determining the beneficiary's need for a distribution?[20]

Answer:

"Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete subpart. It seeks to require the Respondent to interpret legal documents and render legal conclusions. ***Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed****.*

Curtis' original federal complaint and affidavit contains email threads between Carole Brunsting and Candace Curtis in October of 2010, that make it clear Anita and Amy were both browbeating Nelva and not allowing her control over her own estate.

Note the reference to Amy and Anita's disinheritance plot at page 4 of 4 of the following email thread (Exhibit 5-d):

From: Candace Curtis <occurtis@sbcglobal.net> Subject;

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

Date: Monday, October 25, 2010,6:01 PM

Now the truth comes out. None of us is entitled to copies of the trust documents, since Mother is the only beneficiary. Amy and Anita are trying to take over and will probably do anything and everything they can to cut the rest of us out. I was already depressed today. I'm over the edge now.

The threat of using an in terrorem clause against Carl and Candace for bringing litigation to construe a trust instrument, direct the trustees to do or abstain from doing any particular act in their fiduciary capacity, determine any question arising in the administration of the trust, including the construction of writings, is apparently the only response Defendants can muster.

Such threats are inconsequential. A cestui que right to declaration as to the validity and interpretation of instruments and to compel the trustee to do or abstain from doing any particular act, is a statutory and common law right belonging to the cestui que that prevails over any terms of a trust to the contrary.[21]

[20] It should be noted here that this question was selected from the Northern Trust Company web site section advising the beneficiary on what questions to ask the trustee.

[21] Texas Property Code §115.001 vis-à-vis Property Code §111.0035; Branult v. Bigham, 493 S.W.2d 576; Texas Civil Practice and Remedies Code §37.005

The exercise of a cestui que right to hold the trustee accountable cannot be diminished, let alone perverted into violation of an in terrorem clause.

By claiming beneficiaries Carl and Candace are disinherited for violating an in terrorem clause, Defendants seek to remove Plaintiffs' standing to demand accountings, distributions, or disclosures, or to hold the impostor trustees to honor any of the fiduciary duties of the office.

It should be noted that disinheritance threats in Defendants' objections to distributions, and in their responses to interrogatories, were made in anticipation of the joint no-evidence motion for partial summary judgment subsequently filed by Defendants' Amy and Anita that they later removed from calendar. Defendants Anita and Amy Brunsting filed a joint motion in an effort to validate their 8/25/2010 QBD, collectively claiming personal knowledge of its validity. It should be noted that when confronted individually they have each disavowed any personal knowledge of its alleged signing.

Plaintiff would love to discuss the content of the 8/25/2010 QBD instrument and have tried every conceivable means to get the Defendants to qualify the thing as evidence so that we would have something to talk about, but has been continually frustrated in that effort.

Plaintiff Curtis' response to Defendants' no-evidence motion also included a counter motion under Texas Evidence Codes §§1002, 1003. That motion remains pending and is incorporated by reference, along with Carl Henry Brunsting's Motion for Partial Summary Judgment, as if fully restated herein.

The problem of the mysterious QBD would be resolved by the party claiming the existence of the QBD simply certifying the archetype of the instrument before the Court with a declaration as to the chain of custody. However, if Defendants could do that why would they not have certified trust instruments to the US Treasury to cause the reissue of the EE Bonds?

The eight Bates stamped copies (Exhibit 10) of the three 8/25/2010 QBD signature page versions connect all three Defendants with Candace Freed and that is no coincidence either. The fact that Nelva herself said in her own hand that it was not true (Exhibit 13) does not seem to affect Defendants' position of "we say Nelva instructed"[22]. Even if Defendants could produce the original and explain away the divergent copies of the original, it remains utterly worthless, collapsing under the weight of its own improprieties.

[22] Exhibits 22 & 23

Amy and Anita's answers to Curtis' interrogatories[23] claim the trust instruments speak plainly for themselves, but nowhere does one find Nelva's alleged power to "supersede" the irrevocable trusts, or the "Nelva instructed" provisions.

Anita Brunsting was removed as a successor trustee by both Elmer and Nelva Brunsting with the 2005 Restatement (Exhibit 7), and Amy Brunsting was removed as a successor co-trustee by both Elmer and Nelva Brunsting with the 2007 Amendment.

All three of Anita Brunsting's claims of returning to successor trustee status are colorable and none more colorable than the December 21, 2010 resignation and appointment documents, whereby Anita claims to have become trustee over all of the family trusts.

Nelva, individually, held no power to remove the trustees for the Decedent's or Family trusts and, thus, neither Anita nor Amy Brunsting ever returned to the status of a trustee after their removal by both Elmer and Nelva acting jointly.

In her own words Anita admits to browbeating Nelva and withholding trust information. Anita imposed her own will as if she were the new Founder, reminding Nelva Brunsting that she was no longer trustee and no longer had access to the trust. (Exhibit 5-e)

XI.

Prayers for Relief

For the reasons presented and supported by competent evidence within the record, Plaintiff prays that her several motions for partial summary judgment be granted, that Plaintiffs' petitions for declaratory judgment be answered, and that Plaintiff and the several trusts receive all other general, special, legal and equitable relief to which Plaintiff and the trusts may be entitled.

Plaintiff asks the Court for findings of fact and conclusions of law, order and ruling, that Defendants Amy and Anita Brunsting are de son tort Trustees liable for breaches of fiduciary obligations occurring after the demise of Nelva Brunsting including but not limited to those specifically enumerated herein:

1. Failure to Distribute Assets to Trust Shares or Fund Personal Asset Trusts or otherwise distribute the trust property interests amongst the beneficiaries (abuse of discretion)
2. Failure to account for known trust assets, to wit U.S. Treasury EE Bonds
3. Failure to render full, true, complete, and timely accounting

[23] (Exhibits 22, 23)

4. Breach of the ongoing duty of full disclosure

Plaintiff further asks the Court for findings of fact and conclusions of law along with declaratory judgment that:

1. The July 1, 2008 appointment of successor trustees is invalid;

2. The August 25, 2010 appointment of successor co-trustees is invalid as to the Family and Decedent's irrevocable trusts;

3. The December 21, 2010 resignation and appointment of successor trustees instruments are invalid as to the Family and Decedent's irrevocable trusts;

4. The 2005 restatement as amended in 2007 is the current law of the trust;

5. Plaintiffs Carl Brunsting and Candace Curtis are the de jure trustees for the Family and Decedent's irrevocable trusts; and

6. If Defendants cannot Verify original appointment instruments before the Court, Plaintiff asks for a declaration that Carl Brunsting and Candace Curtis be declared the de jure trustees for the Nelva E. Brunsting Survivor's Trust as well;

7. Defendants Amy and Anita Brunsting be compelled to specific performance in that they be ordered to verify the original trust instruments before the Court and submit certified copies to the United States Treasury for the reissue of U.S. Treasury EE Bonds;

8. Plaintiff asks that Defendants Amy and Anita Brunsting be removed from acting as trustees for the Family, Decedent's and Survivor's trusts, as appropriate;

9. Plaintiff asks that Carl Brunsting and Candace Curtis be declared de jure trustees as appropriate;

10. Plaintiff asks that Amy and Anita Brunsting be ordered to surrender all original trust documents, records of accounts, receipts and all other trust assets to de jure trustees Candace Curtis and Carl Brunsting forthwith; and

11. Plaintiff asks that Defendants are ordered to pay all costs for these motions and hearings and to award Plaintiff all other general, special, legal and equitable relief to which Plaintiff and/or the trusts may be entitled.

Plaintiff so moves this Honorable Court.

Respectfully submitted,

By: /s/ Candace L. Curtis

CANDACE L. CURTIS
218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net

CALIFORNIA JURAT ATTACHED

NO. 412,249-401

CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
	§	
Plaintiff,	§	
	§	
V.	§	**NUMBER FOUR (4) OF**
	§	
ANITA KAY BRUNSTING, ET AL	§	
	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

CANDACE LOUISE CURTIS' VERIFICATION

TO THE HONORABLE PROBATE COURT AND TO ALL PARTIES:

Candace Louise Curtis is a competent fact witness beyond the age of majority having personal knowledge of the matters before the Court and does bear witness under penalty of perjury by the attached California Jurat, and does solemnly swear that the facts presented in Plaintiff Curtis' Motion for Partial Summary Judgment and Concurrent Petitions for Declaratory Judgment are true and correct representations of the record before the Court and that the law presented to the Court in the Memorandum of Points and Authorities in Support of Plaintiff Curtis' Motion for Partial Summary Judgment with Concurrent Petitions for Declaratory Judgment represent the current condition of the relevant law.

Respectfully submitted,

By: /s/ Candace L. Curtis 1/25/2016

CANDACE L. CURTIS
218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of NAPA

Subscribed and sworn to (or affirmed) before me on this 25 day of JAN,

2016 by CANDACE LOUISE CURTIS,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jyoti Nischal
Signature (Seal)

JYOTI NISCHAL
Commission # 2128966
Notary Public - California
Napa County
My Comm. Expires Oct 3, 2019

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Signature Verification
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 01/25/2016

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information Is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 26th day of January 2016, to the following via email:

Attorneys for Anita Kay Brunsting

Bradley E. Featherston
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
brad@meddellawfirm.com

Attorneys for Amy Ruth Brunsting:

Neal E. Spielman
Griffin & Matthews
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nspielman@grifmatlaw.com

Attorneys for Drina Brunsting as attorney-in-fact for Carl Henry Brunsting:

Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098
bayless@baylessstokes.com

Attorneys for Carole Ann Brunsting

Darlene Payne Smith
Crain, Caton & James
Five Houston Center
1401 McKinney, 17th Floor
Houston, Texas 77010
dsmith@craincaton.com

/s/ Candace L. Curtis
CANDACE L. CURTIS

Exhibit 1

Affidavit filed in the federal court by Defendant Amy Brunsting March 6, 2012

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	§	
	§	
	§	CIVIL ACTION NO. H-12-CV-592
	§	
vs.	§	
	§	
ANITA KAY BRUNSTING, and	§	
AMY RUTH BRUNSTING	§	
	§	
	§	

AFFIDAVIT IN SUPPORT OF REMOVAL OF LIS PENDENS

STATE OF TEXAS §
§
COUNTY OF Comal §

Before me, the undersigned authority, appeared Amy Ruth Brunsting who after being duly sworn by me did state:

1. My name is Amy Ruth Brunsting. I am over 18 years of age, competent to make this affidavit, and have personal knowledge of the facts stated herein.

2. This case involves the allegations of my sister, Candace Louise Curtis, who is disgruntled with the amount of information and accounting I and my sister have provided to her while acting in our capacity as Co-Successor Trustees of the Brunsting Family Living Trust.

3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.

4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.

5. As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston. We therefore have prepared and offered the house for sale. None of the heirs

have objected to this plan, including Candace. Our authority to sell is contained in Article IX, Section C of the Brunsting Family Living Trust. The specific provision regarding real estate appears on page 9-5 of the document under the heading of "Real Estate" and this section can be viewed in the copy of the trust supplied by Candace as an exhibit to her Complaint.

6. We first obtained an appraisal of the property. This is attached hereto as Exhibit "A". This appraisal, dated in January of this year, placed the fair market value of the property at $410,000. We listed the property for $469,000 and were fortunate enough to attract a buyer, Brett C. McCarroll, who offered $469,000. The contract for this sale is attached as Exhibit "B". Although originally scheduled to close in February, the closing has been moved to this Friday, March 9.

7. As further evidence of the fair value of the proposed sale, I attach the Harris County Appraisal District tax appraisal, showing the taxable value of the property to be approximately $270,000.

8. We have attempted to provide Candace with enough information to evaluate her position in the trust administration, and have sent her preliminary spreadsheets with a listing of assets and liabilities, as best we have been able to determine in the short time since our mother's death on November 11, 2011. She is not satisfied with the information we have provided and has stated her objective of tying up the administration of the estate until she gets a response that satisfies her. She is the only one of the five heirs who has taken this position, and as can be gleaned from her lengthy, and mostly inaccurate unsworn statement, filed with the complaint, relates to her animosity towards the two of us in the manner we attempted to aid our mother in the final months of her life.

9. If this sale is not consummated on the scheduled closing date, we have no assurance that the buyer will await the resolution of Candace's complaints and the sale will, in all likelihood, be lost. This will result in further expense to the trust estate for maintenance and upkeep to the property without any appreciation in the value. The house was originally shown for sale fully furnished. It is now empty. It's "buyer appeal" has been diminished and this could also jeopardize future sale prospects if this sale is lost.

10. The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the lis pendens so the sale can be consummated, for the benefit of all of the heirs.

Amy Ruth Brunsting
AMY RUTH BRUNSTING

Sworn to and signed before me by Amy Ruth Brunsting, on this 6th day of March, 2012.

Notary Public in and for the State of Texas

Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

Exhibit 2

April 5, 2012 spreadsheets A-J

ELMER BRUNSTING DECEDENT'S TRUST ASSET LIST				
OWNER	ASSET CATEGORY	DEC 2010 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS
	REAL PROPERTY			
	141 Acres, Iowa, Sioux County, (valued at estimated $10,000/acre per Rich Rikkers)	$ 1,410,000.00	$ 2,157,300.00	appraised value as of 2/7/2012, $15,300/acre
	SUBTOTAL	$ 1,410,000.00	$ 2,157,300.00	
	INVESTMENT ACCOUNTS			
	Edward Jones Acct: #653-13579;	$ 267,302.58	$ 250,048.26	as of 2/24/2012
	SUBTOTAL	$ 267,302.58	$ 250,048.26	
	DRIP ACCOUNTS			
	Chevron Acct# 125175509293; 595.4547 shares @ $106.78/share; tranferred to Anita Brunsting Trustee, 3/25/11	$ 63,582.65	$64,698.63	614.1303 Shares @ $ 105.35/share; value as of 3/22/2012
	Chevron Acct#: ELMERH--BRDT--0I00; 612 shares @ 106.78/share, 3/25/11; never transferred to Anita Brunsting as Trustee, remained as Nelva Brunsting Trustee	$ 65,349.36	$ 64,474.20	612 Shares @ $105.35/share; value as of 3/22/2012
	ExxonMobil Acct#C0009467769, Shares 1908 @ $82.73/share; value as of 3/24/11 when transferred to Anita Brunsting Trustee.	157,848.84	$ 50,394.52	583 Shares @ $86.44/share; value as of 3/16/2012
	SUBTOTAL	$ 286,780.85	$179,567.35	
	CASH ACCOUNTS			
	Bank of America Ckg acct#586027563536	$ -	$ 41,667.77	Established after mother's death. Includes deposit from farm rent profit bonus at end of 2011 of $13,902.51 and first half of 2012 rent of $26,437.50
	NOTES RECEIVABLE			

Schedule A

	$20,000 note from Candy Curtis dated 6/15/2010	$ (20,000.00)	$ (20,000.00)	
	SUBTOTAL	$ -	$ (20,000.00)	
	MISCELLANEOUS			
	Rental income from Iowa farm - mom deposited check in her personal checking acct as beneficiary of decedent's trust	$ (15,510.00)	$ 13,902.51	Bonus from profit on 2011 crops - deposited into decedent's trust checking acct 1/11/12
			$ 26,437.50	First half of 2012 rent - deposited into decedent's trust checking acct 3/5/12
	TOTAL	$ 1,964,083.43	$2,586,915.61	

NELVA BRUNSTING SURVIVOR'S TRUST ASSET LIST				
OWNER	**ASSET CATEGORY**	**DEC 2010 VALUES**	**MARCH 2012 VALUES**	**MARCH 2012 COMMENTS**
	REAL PROPERTY			
	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (value on tax role)	$ 270,000.00	$ -	House Sold- CLOSING DATE 3/12/11
	SUBTOTAL	$ 270,000.00	$ -	
	INVESTMENT ACCOUNTS			
	Edward Jones Acct: #653-13555-1-6	$ 191,205.00	$ 1.05	
	SUBTOTAL	$ 191,205.00	$ 1.05	
	DRIP ACCOUNTS			
	Chevron Acct# 124921356678; 706.0888 shares @ $106.78/share; tranferred to Anita Brunsting Trustee, 3/25/11	$ 75,396.16	$19,012.88	172.4055 Shares @ $ 110.28/share; value as of 3/16/2012
	Deere & Co. Acct#806578316055 - as of 2/1/2011; 9.5807 shares @ $92.96/share; never transferred to my name as trustee	$ 890.62	$ 719.40	9.7125 Shares @ $74.07/share; value as of 11/2/2011
	ExxonMobil Acct#C0009467777, Shares 2101.968469 @ $82.73/share; value as of 3/24/11 when transferred to Anita Brunsting Trustee.	173,895.85	$ 72,256.12	835.910671 Shares @ $86.44/share; value as of 3/16/2012
	MetLife Acct#124921356678, Share 95.00 @ $45.05/share	$ 4,279.75	$ 3,685.05	95.00 Shares @ $38.79/share, value as of 3/19/2012
	SUBTOTAL	$ 254,462.38	$95,673.45	
	CASH ACCOUNTS			
	Bank of America Ckg acct#586027563523	$ -	$ 446,235.69	Established after mother's death. Includes deposit from proceeds of sale of house: $433,129.32
	Bank of America Ckg acct#0085190001143	$ 5,215.37	$ 1,471.75	
	Blue Bonnet Credit Union Sav? Acct#13332	$ 10.91	$ 10.91	
	Bank of America Ckg acct#586021229546 (joint acct w/ Carole set up to pay bills for and by Nelva Brunsting, value at start date 12/31/10	$ 25.00	$ -	

Schedule B

NELVA BRUNSTING SURVIVOR'S TRUST ASSET LIST

OWNER	ASSET CATEGORY	DEC 2010 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS
	SUBTOTAL	$ 5,251.28	$ 1,482.66	
	NOTES RECEIVABLE			
	Anita Brunsting, 160 Exxon Shares already removed from total shares above	$ -	$ 13,830.40	160 Shares @ $86.44/share, value as of 3/16/2012
	Anita Brunsting, 135 Chevron Shares already removed from total shares above	$ -	$ 14,887.80	135 Shares @ $110.28/share, value as of 3/16/2012
	SUBTOTAL	$ -	$ 28,718.20	
	MISCELLANEOUS			
	Household and Personal Goods	$ 5,000.00	$ -	
	Jewelry	$ 853.00	$ 853.00	
	Coins	$ 690.00	$ 690.00	
	2002 Buick LeSabre, VIN# 1G4HR54K3YU229418	$ 5,500.00	$ 5,500.00	title never transferred to trust
	SUBTOTAL	$ 12,043.00	$ 7,043.00	
	IRA/401K			
	Edward Jones, Acct# 609-91956-1-9, as of 1/1/2011	$ 54,367.51	$ 199.20	
	TOTAL	$ 787,329.17	$ 133,117.56	

BRUNSTING FAMILY IRREV TRUST - LIFE INSURANCE				
OWNER	**ASSET CATEGORY**	**DEC 2011 VALUES**	**MARCH 2012 VALUES**	**MARCH 2012 COMMENTS**
	CASH ACCOUNTS			
	Bank of America Acct#008519206643 - life insurance premium drawn from this acct.; as of 12/6/2011	$ 970.96	$ -	acct closed; remaining balance of $142.85 deposited into Survivor's Trust Checking on 3/8/3012
	Lincoln Financial Group	$ -	$ -	-balance 1/17/12;$250440.00 payout to each beneficiary of $50,088; - additional interest paid 1/31/12; $154.40; - remaining balance of $166.86 sent by check to Anita Brunsting Trustee in March 2012; deposited into Survivor's Trust Checking on 3/13/2012

Schedule C

FINAL	NELVA BRUNSTING SURVIVOR'S TRUST (ST) ASSET LIST		3/30/12
OWNER on 11/11/2011	**ASSET CATEGORY**		**11/11/11 VALUES unless indicated otherwise**
	REAL PROPERTY		
ST (Survivor's Trust)	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (Value at right is what it went on the market for) Appraised value was $410,000.00; actual sale price is fair market value; (Value net after sale: $433,129.32)	✓	$ 469,000.00
	SUBTOTAL	$ 469,000.00	
	INVESTMENT ACCOUNTS		
ST	Edward Jones Acct #653-13555-1-6		$ 1.05
	SUBTOTAL	$ 1.05	
	DRIP ACCOUNTS		
ST	Chevron Acct #124921356678 36.8438 Shares @$107.0650/share value on date of death (basis)	✓	$ 3,944.68
LT (ST)	Deere & Co. Acct#806578316055 (Value at right reflects value on W's date of death) Basis: $75.35/share with 9.7125 shares owned as of 8/1/2011 Reinvested shares	✓	$ 731.84
ST	ExxonMobil Acct #C0009467777; Shares 671.987460 @$79.79/share on date of death and new basis)	✓	$ 53,617.88
ST	MetLife Acct #124921356678 95.00 shares @33.01/share basis	✓	$ 3,135.95

Key:
H - Husband
W - Wife
LT - Living Trust
SP - Separate Property
CP - Community Property
PRO - Probate
JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

Schedule D

	SUBTOTAL	$ 61,430.35	
	CASH ACCOUNTS		
ST	Bank of America Ckg Acct #008519001143, accrued int of $.00	✓	$ 7,535.14
W	Blue Bonnet Credit Union Sav? Acct #13332, accrued int of $.00 (as of 2/29/12 stmt); Note: Bluebonnet Acct #5805 was a credit card acct	✓	$ 10.91
W or Carol ROS	Bank of America Acct# 586021229546 (account set up to pay bills for and by W); Value at right was closing value of the account	✓	$ 1,479.67
	SUBTOTAL	$ 9,025.72	
	MISCELLANEOUS		
ST	Household and Personal Goods	✓	$ 5,000.00
ST	Jewelry including Gold Watch and other Miscellaneous pieces (see attached itemized list); per Co-Tee based on similar assets	✓	$ 853.00
H & W JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418 (Value per Co-Trustee via email 11/27/2011)	✓	$ 5,500.00
W (ST)	IRS - Overpayment of Taxes for Tax Year 2010	✓	$ 6,215.87
ST	Miscellaneous Coins	✓	$ 690.00
	SUBTOTAL	$ 18,258.87	
	IRA/401K		
W	Edward Jones, Acct #609-91956-1-9, ? is bene (shows portfolio summary, value as of 12/31/2011)	✓	$ 245.52
	SUBTOTAL	$ 245.52	

Key:
H - Husband
W - Wife
LT - Living Trust
SP - Separate Property
CP - Community Property
PRO - Probate
JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

GRAND TOTAL			$ 557,961.51

ILIT IRREVOCABLE TRUST OWNING LIFE INSURANCE

	LIFE INSURANCE		
Brunsting IRREV Trust	$250,000.00, ILIT, Policy #JP4432833, 5 kids are trust benes (claim has been made; actual payout as follows: $250,440.00 ($440 was death claim interest on the policy which is considered income to the trust earned after date of death)		$ 250,000.00
	Grand TOTAL IRREV TRUST ASSETS	$ 250,000.00	

ELMER BRUNSTING DECEDENT'S TRUST (DT) ASSET LIST			3/30/12
OWNER	**ASSET CATEGORY**		**11/11/11 VALUES of**
	REAL PROPERTY		
DT (Decedent's Trust)	143+ Acres, Iowa, Sioux County, Iowa (valued at $1,294,617.50 on H's Date of death); Value based on Appraisal at @$15,300/acre	✓	$ 2,190,000.00
	SUBTOTAL	$ 2,190,000.00	
	INVESTMENT ACCOUNTS		
DT	Edward Jones Acct #653-13579 (Value as of W's DOD at right. Basis was set as of H's DOD); confirmed acct number through Doug Williams' office	✓	$ 236,588.20
	SUBTOTAL	$ 236,588.20	

Key:
H - Husband
W - Wife
LT - Living Trust
SP - Separate Property
CP - Community Property
PRO - Probate
JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

	DRIP ACCOUNTS		
DT	Chevron Acct #125175509293 (Basis $67.27/share was on H's Date of death); Value at right estimated as of W's Date of death 612.00 shares at $107.0650/share.	✓	$ 65,523.78
DT	Chevron Acct#125175509293 (Basis $6727/share was on H's Date of death); Value at right estimated as of W's Date of death 604.961 shares at $107.0650/share	✓	$ 64,770.15
DT	ExxonMobil Acct #C0009467769 (basis $67.99/share basis on H's DOD) Value at right reflects estimated value on the date of W's date of death for 583 Shares (as of June 2011 and March 2012)	✓	$ 46,517.57
	SUBTOTAL	$ 176,811.50	
	MISCELLANEOUS		
DT	Rental income from Iowa farm -Normally rec'd payments 10/2011 ($15,510.00/6 = $2,585.00/mo) and next payment due 03/2012; Amount at right shown as liability (advance payment received but not yet earned as of date of W's passing)		$ (10,340.00)
	SUBTOTAL	$ (10,340.00)	
GRAND TOTAL	**DECEDENT'S TRUST ASSETS**		$ 2,593,059.70

ST(LT)W	TOTAL 11/11/2011	$557,961.51
DT(H)	TOTAL 11/11/2011	$2,593,059.70
ILIT	TOTAL VALUE LIFE INSURANCE TRUST (income $440.00)	$250,000.00
	TOTAL 11/11/2011 ASSETS	**$3,401,021.21**

Key:
H - Husband
W - Wife
LT - Living Trust
SP - Separate Property
CP - Community Property
PRO - Probate
JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
	Date	Num	Description	Memo	Category	Tag	Clr	Amount
	BALANCE 12/22/2010							8,459.61
	12/23/2010	EFT	City Of Houston Bill Payment		Utilities:Water		c	-52.74
	12/23/2010	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00
	12/24/2010	6848	Randall's		Groceries		c	-60.51
	12/24/2010	6849	Amy Tschirhart	xmas	Gifts Given		c	-200.00
	12/27/2010	6845	Silvana		Hair		c	-25.00
	12/30/2010	6850	Void					0.00
	12/30/2010	6851	Tino	carl	Medical:In Home			-1,245.00
	12/30/2010	6852	Michael Brooks		Medical:In Home		c	-855.00
	12/30/2010		Check Order00099 DES:FEE ID:U016		Bank Charge		c	-27.00
	12/31/2010	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	12/31/2010	DEP	Deposit		Invest Inc		c	70.30
	12/31/2010	DEP	Benefits DES:PENSION ID:36301198		Income		c	594.41
	12/31/2010		Tx Tlr Cash Withdrawal From Chk				c	-25.00
	12/31/2010		Tx Tlr Transfer To Chk 9546 Bank				c	-25.00
	1/3/2011	6847	Medical Aids		Medical:Supplies		c	-32.48
	1/3/2011	DEP	Us Treasury 310 DES:SOC Sec ID:2		Income		c	1,780.00
	1/3/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-2,466.20
	1/4/2011	6853	Robert Cantu		Medical:In Home		c	-736.00
	1/5/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	10,000.00
	1/5/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	10,000.00
	1/5/2011	EFT	State Farm	PPD	Insurance		c	-299.93
	1/5/2011	EFT	Comcast		Utilities:Cable TV		c	-64.04
	1/6/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-2,500.00
	1/13/2011	EFT	Check Order00099 DES:FEE ID:U016		Misc:Check Order		c	-15.00
	1/19/2011	EFT	Amy Tschirhart		Gifts Given		c	-6,000.00
	1/20/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00
	1/20/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00
	1/21/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-80.94
	1/21/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-134.05
	1/25/2011	7001	United States Treasury		Tax:Fed		c	-2,840.00
	1/25/2011	7003	Vacek		Legal Fees		c	-880.15
	1/25/2011	7005	Entex		Utilities:Gas & Electric		c	-130.42
	1/26/2011	7004	Leo Vasquez Tax Assessor Collector		Tax:Property		c	-1,112.87
	1/27/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-3,500.00

Schedule E

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
	Date	Num	Description	Memo	Category	Tag	Clr	Amount
	1/27/2011	EFT	Comcast		Utilities:Cable TV		c	-59.77
	1/27/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-68.68
	1/31/2011	DEP	Benefits DES:PENSION ID:02700488		Income		c	600.71
	2/1/2011	7002	State Of Iowa Treasurer		Tax:State		c	-330.00
	2/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	2/2/2011	EFT	State Farm	PPD	Insurance		c	-299.93
	2/7/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-700.00
	2/8/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	340.83
	2/9/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	25,000.00
	2/10/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-10,000.00
	2/10/2011	EFT	Online Banking Transfer To Life Ins Acct		Insurance:Life		c	-7,200.00
	2/18/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-106.89
	2/25/2011	EFT	Comcast		Utilities:Cable TV		c	-67.65
	2/28/2011	DEP	Benefits DES:PENSION ID:05500518		Income		c	600.71
	2/28/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-76.39
	3/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	3/1/2011	EFT	Bank Of America Credit Card Bill		Household		c	-282.47
	3/1/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-52.74
	3/2/2011	EFT	State Farm	PPD	Insurance		c	-299.93
	3/7/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	219.69
	3/15/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-100.71
	3/15/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-70.42
	3/17/2011	7006	Vacek		Legal Fees		c	-340.00
	3/20/2011	7007	Amy Brunsting		Reimbursement		c	-40.00
	3/23/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71
	3/31/2011	DEP	Benefits DES:PENSION ID:08800208		Income		c	600.71
	4/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	4/1/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	787.00
	4/1/2011	EFT	Bank Of America Credit Card Bill		Household		c	-38.00
	4/4/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-90.34
	4/4/2011	EFT	State Farm	PPD	Insurance		c	-301.36
	4/7/2011	EFT	Candy Curtis		Gifts Given		c	-3,000.00
	4/8/2011	EFT	County Treasurer DES:TAX ID: 971	farm	Tax:Property		c	-1,387.40
	4/11/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-3,000.00
	4/11/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-3,000.00
	4/12/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	5,343.22

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
	Date	Num	Description	Memo	Category	Tag	Clr	Amount
	4/15/2011	7008	Void					0.00
	4/15/2011	7009	Void					0.00
	4/15/2011	7010	United States Treasury	Decedents trust 2010 tax	Tax:Fed		c	-7,095.00
	4/15/2011	7011	United States Treasury	Decedents trust 2011 tax qtr est	Tax:Fed		c	-1,780.00
	4/15/2011	7012	United States Treasury	Surv Trust 2011 tax qtr est	Tax:Fed		c	-3,095.00
	4/15/2011	7013	United States Treasury	Surv Trust 2010 tax	Tax:Fed		c	-3,620.00
	4/15/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	13,791.21
	4/18/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-93.99
	4/20/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	1,253.84
	4/21/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	15,206.69
	4/25/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-7,500.00
	4/26/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	3,538.51
	4/26/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-176.85
	4/26/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71
	4/28/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71
	4/29/2011	DEP	Benefits DES:PENSION ID:11700518		Income		c	600.71
	4/29/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	5/2/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	282.71
	5/2/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-2,967.61
	5/3/2011	EFT	State Farm	PPD	Insurance		c	-300.62
	5/9/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-177.21
	5/10/2011	7014	TDECU	Luke Truck	Gifts Given		c	-5,443.22
	5/11/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-99.74
	5/16/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-4,000.00
	5/19/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-174.61
	5/24/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-2,000.00
	5/24/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00
	5/24/2011		Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	54,000.00
	5/26/2011	EFT	Comcast		Utilities:Cable TV		c	-11.52
	5/27/2011	7016	The Victoria Col DES:TNET Ach Ck	Luke college	Education		c	-461.00
	5/27/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-95.73
	5/27/2011	EFT	Bluebonnet Credit Union	w/ medical	Household		c	-1,864.49
	5/31/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	208.00
	5/31/2011	DEP	Benefits DES:PENSION ID:14600508		Income		c	600.71
	5/31/2011	EFT	Comcast		Utilities:Cable TV		c	-11.52
	6/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
	Date	Num	Description	Memo	Category	Tag	Clr	Amount
	6/2/2011	7015	Vacek		Legal Fees		c	-575.59
	6/2/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-6,355.65
	6/2/2011	EFT	Iowa 529 Ach DES:CONTRIB ID:0000	kt college	Gifts Given		c	-500.00
	6/2/2011	EFT	State Farm	PPD	Insurance		c	-300.62
	6/2/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-8,500.00
	6/3/2011	EFT	Am-honda DES:PMT ID:000001032223	for katie	Gifts Given		c	-5,750.51
	6/6/2011	EFT	Chase DES:EPAY ID:1125968648 Ind		Credit Card		c	-2,358.75
	6/8/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-2,000.00
	6/8/2011	TXFR	Candy Curtis		Gifts Given		c	-2,000.00
	6/9/2011	7017	Kroese & Kroese	mom	Tax Preparation		c	-561.93
	6/9/2011	7018	Kroese & Kroese	decedents trust	Tax Preparation		c	-1,123.87
	6/9/2011	7019	Wilchester West Fund		Tax:Other		c	-327.00
	6/9/2011	7020	United States Treasury	Surv Trust 2010 tax qtrly	Tax:Fed		c	-3,620.00
	6/9/2011	7021	Treasurer State Of Iowa		Tax:State		c	-47.00
	6/9/2011	7022	United States Treasury	Dec Trust 2010 tax qtrly	Tax:Fed		c	-1,780.00
	6/9/2011	DEP	Deposit		Invest Inc		c	4.18
	6/9/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-154.09
	6/9/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-130.35
	6/10/2011	DEP	Exxon		Invest Inc		c	896.76
	6/13/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	51,060.56
	6/13/2011	TXFR	Amy Tschirhart	supplies to fix house	Reimbursement		c	-100.00
	6/14/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00
	6/17/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-217.04
	6/22/2011	7710	Electchk 7710 Bcf - 14411 We 06/		Utilities:Water		c	-314.57
	6/27/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-2,364.34
	6/28/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-86.12
	6/28/2011	EFT	Comcast		Utilities:Cable TV		c	-52.20
	6/30/2011	DEP	Benefits DES:PENSION ID:17900218		Income		c	600.71
	7/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	7/1/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	704.00
	7/5/2011	EFT	State Farm	PPD	Insurance		c	-300.62
	7/5/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-10,000.00
	7/6/2011	7024	Medical Chest Associates		Medical:Doctor		c	-4.12
	7/6/2011	EFT	Chase DES:EPAY ID:1142870017 Ind		Credit Card		c	-2,976.35
	7/7/2011	7023	Duke Medical Equipment		Medical:Supplies		c	-7.62
	7/11/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-282.51

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
	Date	Num	Description	Memo	Category	Tag	Clr	Amount
	7/11/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-224.42
	7/15/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-7,242.83
	7/18/2011	EFT	Bluebonnet Credit Union	w medical	Household		c	-175.47
	7/18/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-166.12
	7/18/2011	EFT	Chase DES:EPAY ID:1154305808 Ind		Credit Card		c	-1,998.19
	7/20/2011	EFT	Safebox Fee		Bank Charge		c	-8.00
	7/26/2011	EFT	Amy Tschirhart	supplies to fix house	Reimbursement		c	-100.00
	7/27/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-82.16
	7/27/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00
	7/28/2011	EFT	Comcast		Utilities:Cable TV		c	-63.72
	7/29/2011	DEP	Benefits DES:PENSION ID:20800528		Income		c	600.71
	8/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	8/1/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	253.00
	8/1/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-10,000.00
	8/2/2011	EFT	State Farm		Insurance		c	-300.62
	8/5/2011	7025	Vacek	retainer	Legal Fees		c	-1,000.00
	8/8/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-277.78
	8/10/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-170.89
	8/16/2011	EFT	Bluebonnet Credit Union	with medical	Household		c	-1,172.08
	8/17/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-308.10
	8/24/2011	TXFR	Candy Curtis		Gifts Given			-2,000.00
	8/26/2011	EFT	Utsa Admissions	Luke college	Education		c	-575.00
	8/26/2011	EFT	AT&T	PAYMENT	Utilities:Telephone		c	-84.47
	8/29/2011	EFT	Comcast		Utilities:Cable TV		c	-63.72
	8/29/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-10,000.00
	8/31/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	199.00
	8/31/2011	DEP	Benefits DES:PENSION ID:23900168		Income		c	600.71
	9/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	9/1/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-3,256.32
	9/2/2011	EFT	State Farm	PPD	Insurance		c	-290.04
	9/5/2011	7026	Treasurer State Of Iowa	mom	Tax:State		c	-230.00
	9/5/2011	7027	United States Treasury	Sept mom's trust pmt	Tax:Fed		c	-2,100.00
	9/5/2011	7028	United States Treasury	Sept dad's trust pmt	Tax:Fed		c	-1,780.00
	9/5/2011	7029	Kroese & Kroese	farm lease	Tax Preparation		c	-203.06
	9/6/2011	EFT	Chase DES:EPAY ID:1172082054 Ind		Credit Card		c	-999.04
	9/8/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-265.10

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
	Date	Num	Description	Memo	Category	Tag	Clr	Amount
	9/9/2011	DEP	Exxon		Invest Inc		c	274.01
	9/12/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-168.71
	9/16/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-344.55
	9/19/2011	EFT	Bluebonnet Credit Union	w/ medical	Household		c	-790.04
	9/23/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	10,000.00
	9/23/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-4,767.36
	9/26/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-84.47
	9/26/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00
	9/28/2011	EFT	Comcast		Utilities:Cable TV		c	-63.72
	9/29/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	721.00
	9/30/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	9/30/2011	DEP	Benefits DES:PENSION ID:27022468		Income		c	600.71
	10/4/2011	EFT	County Treasurer DES:TAX ID: 119	farm	Tax:Property		c	-1,598.40
	10/4/2011	EFT	State Farm	PPD	Insurance		c	-290.04
	10/4/2011	EFT	Chase DES:EPAY ID:1193123150 Ind		Credit Card		c	-2,390.35
	10/11/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-184.35
	10/12/2011	7030	DeKoster & DeKoster	farm contract	Legal Fees		c	-100.00
	10/12/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-227.06
	10/14/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	15,000.00
	10/17/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-217.43
	10/18/2011	EFT	Bluebonnet Credit Union	w/ medical	Household		c	-687.84
	10/19/2011	EFT	Chase DES:EPAY ID:1205559052 Ind		Credit Card		c	-2,033.30
	10/20/2011	7031	Kroese & Kroese		Tax Preparation		c	-700.00
	10/21/2011	7032	Vehs Band Boosters	Kt band	Gifts Given		c	-280.00
	10/26/2011	EFT	Candy Curtis		Gifts Given		c	-2,000.00
	10/27/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	30,000.00
	10/28/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71
	10/31/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	231.00
	10/31/2011	DEP	Benefits DES:PENSION ID:29923478		Income		c	600.71
	11/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
	11/1/2011	TXFR	Luke Riley		Education		c	-2,000.00
	11/2/2011	EFT	State Farm	PPD	Insurance		c	-290.04
	11/3/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-102.52
	11/7/2011	EFT	Wire TYPE:WIRE Out DATE:111107 T	to anita for future trust exp	Legal Fees	redeposited into new Surv Trust acct	c	-10,000.00

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
	Date	Num	Description	Memo	Category	Tag	Clr	Amount
	11/7/2011	EFT	Wire TYPE:WIRE Out DATE:111107 T	to amy for future trust exp	Legal Fees	redeposited into new Surv Trust acct	c	-10,000.00
	11/7/2011	EFT	Amy Tschirhart	for supplies to fix house	Reimbursement		c	-1,000.00
	11/7/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-323.88
	11/7/2011	EFT	Wire Transfer Fee		Bank Charge		c	-25.00
	11/7/2011	EFT	Wire Transfer Fee		Bank Charge		c	-25.00
	11/8/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-84.44
	11/8/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00
	11/8/2011	EFT	Chase DES:EPAY ID:1218615408 Ind		Credit Card		c	-3,274.51
	11/9/2011	DEP	Deposit		Invest Inc		c	30.40
	11/9/2011	DEP	Safe Deposit Box Rent Refund Fde		Bank Charge		c	82.00
	11/9/2011		Tx Tlr Payment To Sdb 2575 Banki		Bank Charge		c	-25.00
	11/10/2011	EFT	Candy Curtis		Gifts Given		c	-2,000.00
	11/10/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-201.70
	11/10/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-168.24
	11/10/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00
	11/12/2011	7033	Memorial Oaks		Funeral		c	-1,595.00
	11/12/2011	7034	Void					0.00
	11/14/2011	7035	Memorial Oaks		Funeral		c	-1,511.29
	11/14/2011	EFT	Safebox Fee		Bank Charge		c	-135.00
	11/15/2011	7036	Memorial Oaks	organist	Funeral		c	-150.00
	11/15/2011	7037	Bob Johnson	pastor	Funeral		c	-300.00
	11/15/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-160.68
	11/21/2011	DEP	Wire TYPE:WIRE In DATE: 111121 T		Invest Inc		c	25,112.57
	11/21/2011	EFT	Wire Transfer Fee		Bank Charge		c	-12.00
	11/22/2011	7040	Nelva E Brunsting Survivors Trust	to open new trust acct	Cash		c	-500.00
	11/23/2011	EFT	Entex	PPD	Utilities:Gas & Electric		c	-65.66
	11/23/2011	EFT	Spring Brnch Isd DES:CHECKPAYMT		Tax:Other		c	-227.24
	11/25/2011	EFT	Online Banking Transfer To Nelva E Brunsting Surv Trust	to start fund new trust acct	Cash		c	-25,000.00
	11/29/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71
	11/29/2011	EFT	Bluebonnet Credit Union	includes medical	Household		c	-1,165.23
	11/30/2011	DEP	Benefits DES:PENSION ID:32923368		Income		c	600.71
	12/2/2011	EFT	State Farm	PPD	Insurance		c	-290.04
	12/5/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	179.00
	12/6/2011	7041	Justin Alexander	for kt - reimburse	Medical	reimbursed to Surv trust acct Mar 2012	c	-40.00

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
	Date	Num	Description	Memo	Category	Tag	Clr	Amount
	12/9/2011	EFT	Exxon		Div Income		c	274.01
	12/9/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-252.42
	1/5/2012	EFT	State Farm	PPD	Insurance		c	-290.04
	1/9/2012	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-115.49
	2/2/2012	EFT	State Farm	PPD	Insurance		c	-290.04
	2/13/2012	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-47.13
	3/2/2012	EFT	State Farm		Insurance		c	-292.79
	3/7/2012	DEP	AT&T	closed acct	Reimbursement		c	20.49
	3/9/2012	DEP	Exxon		Div Income		c	274.01
	12/23/2010 - 3/9/2012							1,471.75
	TOTAL INFLOWS	293,516.61	293,516.61	293,516.61	293,516.61	293,516.61	293,516.61	293,516.61
	TOTAL OUTFLOWS	-292,044.86	-292,044.86	-292,044.86	-292,044.86	-292,044.86	-292,044.86	-292,044.86

Date	Gift	Stock price	amount	Person	purpose
Mom/Dad were trustees					
12/21/2010	trxfr		$ 7,000.00	Amy Brunsting	mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights
1/4/2011	trxfr		$ 6,000.00	Amy Brunsting	mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights
6/22/2009			$ 1,000.00	Amy Brunsting	college fund
7/14/2009			$ 1,000.00	Amy Brunsting	college fund
11/14/2007	chk# 5715		$ 5,000.00	Amy Brunsting	
1/20/2006	chk# 5143		$ 200.00	Amy Brunsting	
2/11/2002	chk# 3526		$ 200.00	Amy Brunsting	college fund
12/31/2002	chk# 3911		$ 200.00	Amy Brunsting	college fund
	Total Amy Brunsting		$ 20,600.00		
10/2/2009	chk# 6359		$ 1,000.00	Andy Curtis	
2/8/2010	chk# 6518		$ 5,000.00	Anita Brunsting	
6/24/2009	chk# 6278		$ 1,000.00	Anita Brunsting	graduation gift to me for finishing my doctorate
7/14/2009	chk# 6294		$ 1,000.00	Anita Brunsting	college fund
9/8/2009	chk# 6338		$ 1,000.00	Anita Brunsting	college fund
10/19/2009	chk# 6403		$ 1,250.00	Anita Brunsting	
1/20/2006	chk# 5142		$ 200.00	Anita Brunsting	college fund
1/31/2006	chk# 5155		$ 150.00	Anita Brunsting	mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
2/21/2006	chk# 5172		$ 150.00	Anita Brunsting	mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
4/1/2006	chk# 5233		$ 150.00	Anita Brunsting	mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
1/10/2003	chk# 3920		$ 200.00	Anita Brunsting	college fund
2/11/2002	chk# 3527		$ 200.00	Anita Brunsting	college fund
	Total Anita Brunsting		$ 10,300.00		
3/17/2010	chk # 6386		$ 750.00	Candy Curtis	
1/27/2009	chk # 6124		$ 2,000.00	Candy Curtis	
7/29/2009	chk# 6309		$ 4,000.00	Candy Curtis	
7/8/2008	chk # 5917		$ 2,000.00	Candy Curtis	
8/3/2009	chk# 5944		$ 1,500.00	Candy Curtis	
7/6/2001	trxfr		$ 20,000.00	Candy Curtis	
1/19/2010			$ 5,000.00	Candy Curtis	
3/29/2010			$ 7,000.00	Candy Curtis	
6/22/2010			$ 20,000.00	Candy Curtis	Taken against inheritance (documentation on file w/ Vacek & Freed) expenses, divorce
	Total Candy Curtis		$ 62,250.00		
11/10/2005	chk# 5070		$ 10,000.00	Carl Brunsting	
3/12/2003	chk# 3986		$ 9,000.00	Carl Brunsting	
4/9/2003	chk# 4017		$ 11,000.00	Carl Brunsting	

Schedule F

Date	Gift	Stock price	amount	Person	purpose
9/17/2001	chk# 3347		$ 2,000.00	Carl Brunsting	
10/6/2010			$ 25,000.00	Carl Brunsting	medical bills
2010-2011			$ 21,899.61	Carl Brunsting	paid one medical bill ($1565.70) and to caretakers directly for his care from 7/13/2010 through 1/9/2011, (additional days occurred from Jan-April 2011 than included payment to caretakers as well as groceries and his medical supplies, but specific dates in this time period were not recorded)
	Total Carl Brunsting		$ 78,899.61		
6/27/2009	chk# 6285		$ 2,000.00	Carole Brunsting	
2/12/2009	chk# 5794		$ 500.00	Carole Brunsting	
3/18/2008	chk# 5821		$ 250.00	Carole Brunsting	
11/13/2007	chk# 5713		$ 600.00	Carole Brunsting	
1/5/2006	chk# 5129		$ 1,000.00	Carole Brunsting	loan?
7/1/2006	chk# 5287		$ 1,200.00	Carole Brunsting	
3/23/2005	chk# 4785		$ 450.00	Carole Brunsting	
12/8/2005	chk# 5090		$ 1,500.00	Carole Brunsting	
7/2/2005	chk# 4901		$ 350.00	Carole Brunsting	
10/2/2005	chk# 5016		$ 2,500.00	Carole Brunsting	
10/21/2003	chk# 4232		$ 1,000.00	Carole Brunsting	
12/12/2002	chk# 9878 ?		$ 1,500.00	Carole Brunsting	
12/17/2002	chk# 3883 ?		$ 5,000.00	Carole Brunsting	
3/23/2010			$ 7,000.00	Carole Brunsting	
5/18/2010			$ 1,000.00	Carole Brunsting	
10/1/2010			$ 20,000.00	Carole Brunsting	original intent to take against inheritance, but no letter/documentation found to date; will be treated as a gift; to fix house
	Total Carole Brunsting		$ 45,850.00		
10/2/2009	chk# 6358		$ 1,000.00	Kevan Curtis	
Anita became trustee Dec. 2011					
5/11/2011	1120 shares exxon Survivors trust	$ 81.12	90854.4	Amy Brunsting	to pay off house
	Total Amy Brunsting		$ 90,854.40		
5/10/2011			$ 5,443.22	Anita Brunsting	pay off Luke's truck
6/3/2011			$ 5,750.51	Anita Brunsting	pay off Honda for Katie
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Anita Brunsting	borrowed against inheritance - for college expenses
6/15/2011	160 shares exxon Survivors trust	$ 78.66	$ 12,585.60	Anita Brunsting	borrowed against inheritance - for college expenses
	Total Anita Brunsting		$ 37,360.33		
4/7/2011			$ 3,000.00	Candy Curtis	property taxes
6/8/2011			$ 2,000.00	Candy Curtis	new bed?
6/15/2011	160 shares exxon Survivors trust	$ 78.66	$ 12,585.60	Candy Curtis	for reserve after mom passed away to keep helping her w/ expenses if trust money was not available

Date	Gift	Stock price	amount	Person	purpose
8/24/2011			$ 2,000.00	Candy Curtis	expenses
10/26/2011			$ 2,000.00	Candy Curtis	medical bills
11/10/2011			$ 2,000.00	Candy Curtis	travel to see mom
	Total Candy Curtis		$ 23,585.60		
6/15/2011	1325 shares exxon Decedents trust	$ 78.66	$ 104,224.50	Carole Brunsting	to pay off/fix house
	Total Carole Brunsting		$ 104,224.50		
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Ann Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Jack Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Katie Riley UGMA (grandchild)	gift for college exp
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$ 13,581.00	Luke Riley (grandchild)	gift for college exp

Carl's Medical Support Bills

Date	Check #	Payee	Amount	
7/13/2010	6726	Tino	$ 1,339.50	
7/14/2010	6727	Robert	$ 60.00	
7/15/2010	6729	Shimeka	$ 180.00	
7/21/2010	6588	Tino	$ 1,581.00	
7/27/2010	6393	Tino	$ 450.00	
7/27/2010	6394	Robert	$ 327.00	
7/29/2010	6595	Shimeka	$ 375.00	
8/3/2010	6597	Tino	$ 654.00	
8/9/2010	6607	Tino	$ 972.00	
8/15/2010	6611	MHS Physicians (Carl)	$ 1,565.70	
8/15/2010	6614	Tino	$ 45.00	
8/23/2010	6623	Tino	$ 45.00	
10/4/2010	6690	Carl	$ 25,000.00	
10/18/2010	6741	Robert	$ 255.00	
10/22/2010	6747	Robert	$ 170.00	
10/26/2010	6749	Robert	$ 105.00	
11/1/2010	6764	Robert	$ 510.00	
11/4/2010	6769	Michael Brooks	$ 237.00	
11/5/2010	6771	Robert	$ 309.00	
11/8/2010	6777	Robert	$ 330.00	
11/10/2010	6781	Michael Brooks	$ 300.00	
11/12/2010	6784	Robert	$ 285.00	
11/15/2010	6793	Robert	$ 270.00	
11/17/2010	6795	Michael Brooks	$ 240.00	
11/16/2010	6799	Robert	$ 295.00	
11/24/2010	6806	Michael Brooks	$ 255.00	
11/24/2010	6809	Robert	$ 345.00	
11/26/2010	6810	Michael Brooks	$ 270.00	
12/1/2010	6817	Michael Brooks	$ 420.00	
12/1/2010	6818	Tino	$ 849.38	
12/3/2010	6819	Robert	$ 135.00	
12/5/2010	6820	Robert	$ 855.00	
12/5/2010	6821	Antonio	$ 135.00	
12/7/2010	6826	Michael Brooks	$ 300.00	

Schedule G

Carl's Medical Support Bills

Date	Check #	Payee	Amount	
12/8/2010	6828	Michael Brooks	$ 150.00	
12/8/2010	6831	Shimeka	$ 416.00	half
12/13/2010	6832	Robert	$ 382.31	half
12/14/2010	6836	Michael Brooks	$ 525.00	
12/15/2010	6840	Tino	$ 435.00	half
12/17/2010	6843	Tino	$ 412.50	half
12/16/2010	6844	Michael Brooks	$ 375.00	
12/19/2010	6846	Robert	$ 469.92	2/3
12/24/2010	pd carole	robert, tino, michael	$ 1,151.70	2/3
12/30/2010	6851	Tino	$ 821.70	2/3
12/28/2010	6852	Michael Brooks	$ 564.30	2/3
1/1/2011		Robert	$ 435.60	2/3
1/2-1/9/2011		robert, tino, michael	$ 1,296.00	
			$ 46,899.61	
		any additional days	$216.00/day	

Card/Expense	Closing Date	Amount Charged Against Trust	2%annual value of trust/ month	Balance Remaining	Date
			$ 4,166.00	$ 4,166.00	Jan-11
			$ 4,166.00	$ 8,332.00	Feb-11
			$ 4,166.00	$ 12,498.00	Mar-11
			$ 4,166.00	$ 16,664.00	Apr-11
Visa	5/5/2011	$ 3,327.30	$ 4,166.00	$ 17,502.70	May-11
Luke college	5/27/2011	$ 461.00		$ 17,041.70	
Katie College	6/2/2011	$ 500.00	$ 4,166.00	$ 20,707.70	Jun-11
Visa	6/6/2011	$ 2,634.34		$ 18,073.36	
MC	6/6/2011	$ 2,358.75		$ 15,714.61	
MC	7/6/2011	$ 2,976.35	$ 4,166.00	$ 16,904.26	Jul-11
Visa	7/7/2011	$ 7,242.83		$ 9,661.43	
MC	7/18/2011	$ 1,998.19		$ 7,663.24	
Visa	8/5/2011	$ 3,199.02	$ 4,166.00	$ 8,630.22	Aug-11
Luke college	8/26/2011	$ 575.00		$ 8,055.22	
MC	9/6/2011	$ 999.04	$ 4,166.00	$ 11,222.18	Sep-11
Visa	9/7/2011	$ 4,767.36		$ 6,454.82	
MC	10/4/2011	$ 2,390.35	$ 4,166.00	$ 8,230.47	Oct-11
Visa	10/6/2011	$ 102.52		$ 8,127.95	
MC	10/19/2011	$ 2,033.30		$ 6,094.65	
Luke college	11/1/2011	$ 2,000.00	$ 4,166.00	$ 8,260.65	Nov-11
Visa	11/5/2011	$ 230.22		$ 8,030.43	
MC	11/8/2011	$ 3,274.51		$ 4,755.92	
Total		**$ 41,070.08**	**$ 45,826.00**		

Schedule H

Brunsting Family Survivor's and Decedent's Assets

Asset	# shares	price/share *	Amount*	*values as of 3/26/2012
Chevron/Texaco-decedent	614.1303	107.84	$66,227.81	
Chevron/Texaco-survivor	172.4055	107.84	$18,592.21	
Chevron - Decedent	612	107.84	$65,998.08	
ExxonMobil-Decedent	583	87.16	$50,814.28	
ExxonMobil-survivor	835.910671	87.16	$72,857.97	
MetLife - Survivor	95	38.31	$3,639.45	
Survivor's Trust Edward Jones			$1.05	
Decedent's Trust Edward Jones			$250,506.13	
Survivor's Trust Checking			$446,235.69	Includes deposit of $433,129.32 from sale of house
Decedent's Trust Checking			$41,667.77	Includes deposit of first 1/2 of farm rent for 2012: $26437.50 and Chevron Dividend: $495.72
Surv Trust Checking (prior to mom's death)			$1,471.75	Some automated payments for house utilities were set up on this acct - it is being left open until final water bill has been paid (April 2012)
Misc. Coins			$690.00	
Gold Watches/misc jewelry			$853.00	
Total Liquid Assets			$1,019,555.19	
Farm (acres)	141	15300	$2,157,300.00	appraised value/acre
House				final sale profit $433,129.32 - reflected in balance in survivors trust checking acct
Total Trust			$3,176,855.19	

Schedule I

Trust Expenses

Date	Vendor	Purpose	Amount
11/12/2011	Kroger - Houston	Groceries when cleaning/packing house	$ 23.31
11/16/2011	Phillips 66 - Houston	Transportation	$ 56.20
11/22/2011	Phillips 66 - Houston	Transportation	$ 49.08
12/11/2011	Vacek	Legal	$ 4,500.00
12/11/2011	US Treasury	tax payment for Decedent Trust	$ 1,780.00
12/12/2011	Wilchester West Fund	subdivision dues	$ 359.00
12/18/2011	Mr. Pham Chen	Lawn care - 2 mos	$ 200.00
12/18/2011	Centerpoint Energy	natl gas for house	$ 54.62
12/18/2011	Kelsey-Seybold	mom's medical	$ 13.92
12/18/2011	Memorial Hermann	mom's medical	$ 226.40
12/18/2011	ACS Primary Care	mom's medical	$ 6.87
12/21/2011	USPS	Trust Docs	$ 1.28
12/26/2011	Home Depot	Home Repair/Security	$ 92.56
12/26/2011	Exxon - Victoria	Transportation	$ 45.15
12/28/2011	Kroger - Houston	Groceries when cleaning/packing house	$ 16.31
12/28/2011	HEB - Houston	Groceries when cleaning/packing house	$ 3.50
12/28/2011	Ace Hardware	Supplies to pack up house	$ 66.53
12/28/2011	Herb Jamison	house appraisal	$ 450.00
12/29/2011	Shell - Victoria	Transportation	$ 44.51
12/29/2011	Amy Brunsting	tires for mom's car/house repairs/transportation	$ 425.94
1/9/2012	Exxon - Victoria	Transportation	$ 49.57
1/10/2012	Dr. Annie Uralil	mom's medical	$ 44.06
1/16/2012	Northwoods Urology Associates	mom's medical	$ 740.77
1/17/2012	Don Sumners Tax Asses/Collect	2011 property tax for mom's house	$ 1,285.05
1/20/2012	Stream Energy	electricity for mom's house	$ 59.96
1/31/2012	ATT	phone/internet for mom's house	$ 86.00
2/2/2012	Visa	Credit Card Payment for moving supplies, meals and gas (unhide rows to se	$ 269.84
2/11/2012	Memorial Hermann	mom's medical	$ 41.72
2/14/2012	ATT	phone/internet for mom's house	$ 72.16
2/17/2012	Stream Energy	electricity for mom's house	$ 19.10
2/29/2012	Durapier	deposit to level mom's house	$ 500.00
3/2/2012	Amy Brunsting	moving expenses on mom's house	$ 844.35
3/6/2012	Carole Brunsting	reimbursement for paying Durapier & paying Tino $780 to oversee project (6	$25,655.00
3/11/2012	Kroese & Kroese	appraisal of farm and consult w/ Iowa atty	$ 2,175.00
3/15/2012	Centerpoint Energy	natl gas for house	$ 158.09
3/16/2012	Return Check Fee	Met Life dividend check returned (checking into why)	$ 12.00
3/21/2012	Postage	to mail tax info for Surv and Deced Trust to Rich Rikkers CPA	$ 14.80
3/26/2012	Stream Energy	electricity for mom's house	$ 39.19
	Total		**$40,481.84**

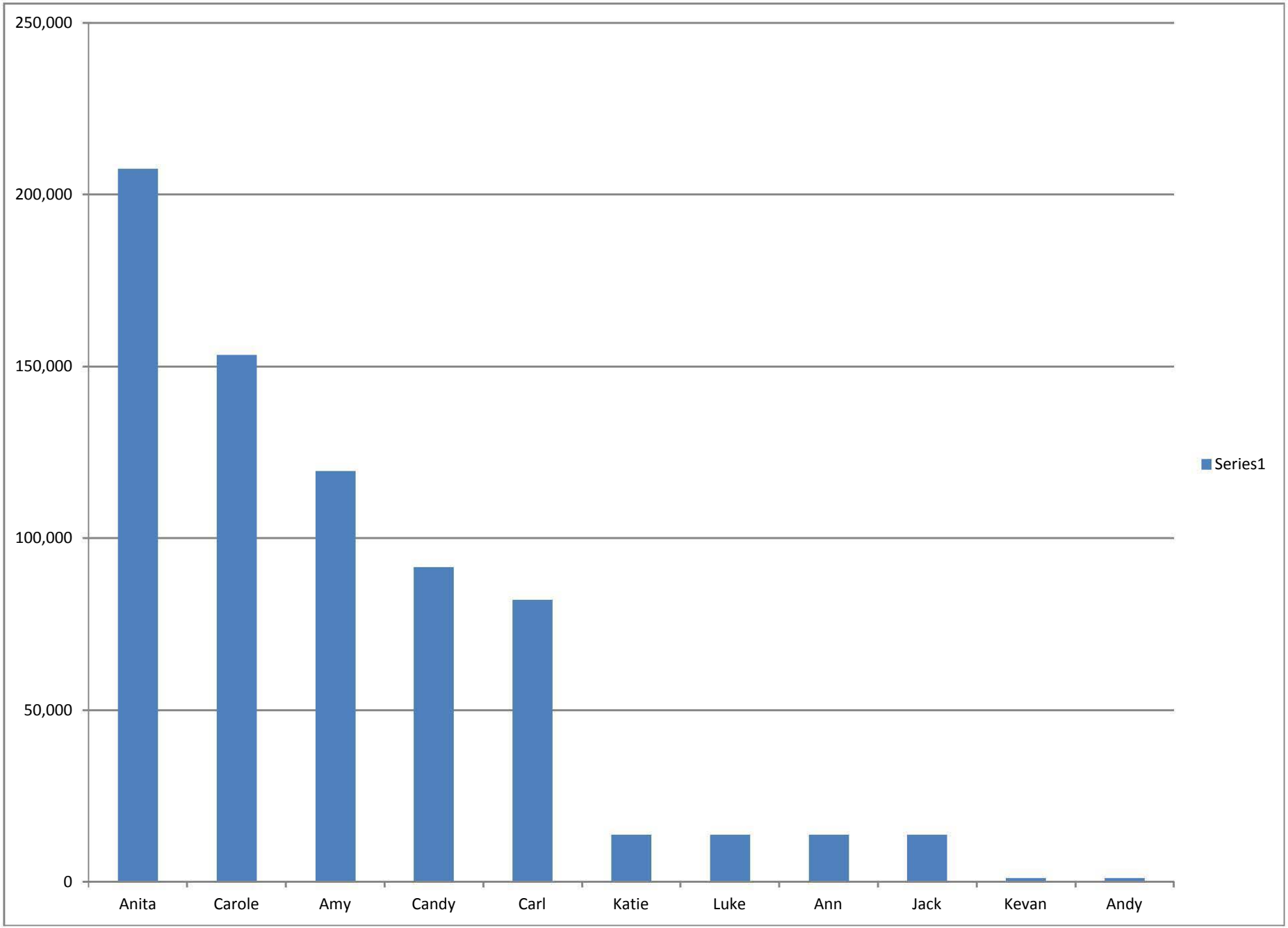
Liabilities
Farm Taxes
Remaining medical bills
Decendent & Survivor Trust tax prep
Trustee Expenses

Schedule J

Exhibit 3

Financial graphs and charts compiled with the numbers provided by defendants

		%	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010		2011	
Anita	207,480	29.23%		200	200		100,000	3,900	13,500	2,000	4,250	5,000	4.18%	78,430	21.94%
Carole	153,225	21.59%		6,500	1,000		4,800	5,350	600	250	2,500	28,000	23.40%	104,225	29.16%
Amy	119,454	16.83%		400				200	12,000	1,000	2,000	7,000	5.85%	96,854	27.10%
Candy	91,436	12.88%	20,000						600	7,000	7,500	32,750	27.37%	23,586	6.60%
Carl	81,900	11.54%	2,000		20,000		10,000	3,000				46,900	39.20%		
Katie	13,581	1.91%												13,581	3.80%
Luke	13,581	1.91%												13,581	3.80%
Ann	13,581	1.91%												13,581	3.80%
Jack	13,581	1.91%												13,581	3.80%
Kevan	1,000	0.14%									1,000				
Andy	1,000	0.14%									1,000				
	709,819		22,000	7,100	21,200		114,800	12,450	26,700	10,250	18,250	119,650		357,419	
			3.10%	1.00%	2.99%		16.17%	1.75%	3.76%	1.44%	2.57%	16.86%		50.35%	


250,000
200,000
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100,000
50,000
0
Anita
Carole
Amy
Candy
Carl
Katie
Luke
Ann
Jack
Kevan
Andy
Series1

Exhibit 4

Amy Verified Answer to Carl Brunsting complaint filed May 13, 2013

PROBATE COURT 4

CAUSE NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, Individually and as Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting	§	IN PROBATE COURT
v.	§	
ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust;	§	NUMBER FOUR (4) OF
AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, Individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust;	§	
CAROLE ANN BRUNSTING, Individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as nominal Defendant only;	§	
CANDACE LOUISE CURTIS	§	HARRIS COUNTY, TEXAS

FILED
2013 MAY 13 PM 1:01
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, INDIVIDUALLY AND AS SUCCESSOR TRUSTEE OF THE BRUNSTING FAMILY LIVING TRUST, THE ELMER H. BRUNSTING DECEDENT'S TRUST, THE NELVA E. BRUNSTING SURVIVOR'S TRUST, THE CARL HENRY BRUNSTING PERSONAL ASSET TRUST, AND THE AMY RUTH TSCHIRHART PERSONAL ASSET TRUST'S ORIGINAL ANSWER TO PLAINTIFF'S PETITION FOR DECLARATORY JUDGMENT, FOR AN ACCOUNTING, FOR DAMAGES, FOR IMPOSITION OF A CONSTRUCTIVE TRUST, AND FOR INJUNCTIVE RELIEF, TOGETHER WITH REQUEST FOR DISCLOSURES

TO THE HONORABLE JUDGE:

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05142013:0809:P0043

AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, in the above-styled and numbered cause files her Original Answer to Plaintiff's Original Petition and shows as follows:

GENERAL DENIAL

1. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, asserts a General Denial and respectfully requests that the Court require CARL HENRY BRUNSTING, Individually and as Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting, to prove his claims, charges, and allegations by clear and convincing evidence as required by the Constitution and Laws of the State of Texas.
2. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, respectfully reserves the right to file an amended Answer in this proceeding in the manner authorized by the Texas Rules of Civil Procedure.

VERIFIED DENIAL

3. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Personal Asset Trust because such trusts have not been created and therefore do not contain any trust property.

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AFFIRMATIVE DEFENSES

4. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART denies that all conditions precedent to a right of recovery have been satisfied.

5. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART would show that any claim for declaratory relief is without merit as the claim is subsumed within the other claims of Plaintiff. Alternatively, AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART asserts her right to recovery of reasonable attorney's fees under the provisions of Chapter 37, Texas Civil Practice and Remedies Code.

6. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART specifically denies and affirmatively asserts that Plaintiff's claim of conspiracy is not an independent tort or cause of action as a matter of law, and is not a basis for an award of actual or exemplary damages.

7. Plaintiff's claims are barred, or AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART's actions are excused, by the equitable or legal doctrines of affirmation, waiver, estoppel, laches, ratification (express or implied) and acceptance of benefits.

8. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART pleads all applicable provisions of the Trust and sub-trust instruments concerning the duties and liabilities of a person serving as Trustee, including any exculpatory provision applicable to alleged errors of judgment or mistake of fact or law or ordinary negligence.

9. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART pleads the doctrine of comparative responsibility as provided in Chapter 33 of the TEX. CIV. PRAC. & REM. CODE, and its application to any tort claim (intentional or otherwise) of the Plaintiff that may be alleged against her, including the present claims of conversion and negligence.

10. Any allegedly wrongful acts or omissions of AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, if and to the extent such acts and omissions occurred, were legally excused or justified.

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Plaintiff is not entitled to punitive damages, and any and all excessive amounts of such damages sought violate Chapter 41 of the Texas Civil Practice and Remedies Code, the Texas Constitution and the United States Constitution, all of which set limits on the award of punitive damages. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART's alleged actions and omissions were undertaken in good faith, with the absence of malicious intent to injure Plaintiff, and constitute lawful, proper and justified means to further the purposes of the Trust and sub-trusts.

THEREFORE, AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, asks that after final hearing of this matter, Plaintiff take nothing against her, that she recover her reasonable attorney's fees and costs, and for such other and further relief to which she may be entitled.

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05/15/2013 03:09:09 PM 4/26

Respectfully submitted,

MILLS SHIRLEY L.L.P.

By: _____
George W. Vie III
State Bar No. 20579310
Maureen Kuzik McCutchen
State Bar No. 00784427
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Attorneys for Amy Ruth Brunsting

CERTIFICATE OF SERVICE

By my signature above, I hereby certify that a true and correct copy of this document has been sent in the appropriate manner to all known counsel of record on this the 10th day of May, 2013.

Via Certified Mail/RRR
#7009 2250 0004 1808 2299
Ms. Bobbie Bayless
Bayless & Stokes
2931 Ferndale
Houston, TX 77098

Via Certified Mail/RRR
#7009 2250 0004 1808 2305
Ms. Darlene Payne Smith
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, TX 77010

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Exhibit 5a

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

Emails Summer Peoples re 10/25/2010 phone conference (Candace Curtis Original Affidavit Exhibit 8 PDF pgs. 53-56)

02/20/12 5:27:20 GMT

From: Carole Brunsting (cbrunsting@sbcglobal.net)
To: Summer@vacek.com;
Date: Wed, October 13, 2010 8:47:15 AM
Cc: occurtis@sbcglobal.net; at.home3@yahoo.com; akbrunsting@suddenlink.net; candace@vacek.com;
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

UNOFFICIAL COPY

P-6

02/10/2011 15:27 #0066

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

IRS CIRCULAR 230 DISCLOSURE: Tax advice contained in this communication (including any attachments) is neither intended nor written to be used, and cannot be used, to avoid penalties under the Internal Revenue Code or to promote, market, or recommend to anyone a transaction or matter addressed in this communication.

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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.

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>
> 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):

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Exhibit 5b

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

October 28 2010 Carole email about overhearing Nelva on Phone with Freed telling Freed to "Change it back" and that she was not going to follow the changes Freed had made.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
Sent: Thursday, October 28, 2010 9:00 AM
To: Candace Curtis
Subject: Re: One more

Candy,
The more I think about this the whole key is Carl. When I was listening to Mother's call with Candance, Mother told Candace that Carl was trustee, not Anita and was not following the changes Candane was telling her she had made to have Carl removed.. Legally, I wonder if what Candace did was right without consulting Carl or his power of attonery since Carl has always been present at all meetings.

--- On **Thu, 10/28/10, Candace Curtis <*occurtis@sbcglobal.net*>** wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re: One more
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Thursday, October 28, 2010, 10:34 AM

Candace DOES know she fucked up. That's why she had such a nasty attitude towards both you and I. Anita is smug and Amy plays dumb.

I hope Carl goes home today! If he does I hope the sun is shining. 10 minutes smiling into the sunshine + coffee + the Beatles = a sharper, happy Carl. I have a strong feeling that he will recover in leaps and bounds ALL ON HIS OWN, with support from his wife and family. The fact that Daddy is looking over us gives me strength. I can feel him stronger than ever before.

My suggestion is that when Dr. White finds Mother competent the following should happen:

1. You need to complete your time-line to demonstrate that due to various factors (badgering, low oxygen, Carl's illness, her illness, pneumonia, general stress and worry due to all of this), Mother was incompetent and under extreme duress when she signed everything she signed, particularly the Power of Attorney. We can compose a letter to Candace for Mother to sign, demanding that she wants to have papers drawn up to revoke anything she agreed to between the first of July and now.

2. As Mother gathers strength over the next few weeks she will go to her MD Anderson appointments, etc. and move towards treatment and recovery. I want to stress nutrition, adequate good sleep, and stress-free living.

3. In the meantime she can sell what she needs to, to pay for Robert or Tino or whoever Drina needs to assist her with Carl (if she even needs someone - Carl may recover a lot in a few weeks at home). The cost will be minimal compared to the $100k shithead got to buy her house.

Going forward, Mother will have to tell Candace IN WRITING what she wants done with the trust. You can help her compose the letters. There can be no question when it's in writing. You can assist Mother in reviewing the paperwork before she signs (at home - at her leisure), to make sure all her wishes have been incorporated. This should never be done under the pressure and duress she was subjected to. Mother can take as much time as she needs to read and understand that everything will be as she wants it to be.

The fair and equitable solution in my mind is:

Make all five of us successor co-trustees and require a majority to make any change whatsoever. Then, if Mother steps down there will be no shenanigans. Everything will be transparent and we'll all know everything everyone else knows. That way when Anita wants to sell the farm, or move away from Edward Jones, she can put it up for a vote among us. All five of us are intelligent people and none of us can honestly say we have NEVER made a wrong choice in our lives. This way Mother will be at peace to live out her life, and she will die knowing that she has not pitted one against the other, or given control of one over the other, or played favorites, or been bullied into doing something she didn't really want to do, or would not have done in the first place.

Now this may go AGAINST the norm, or what Candace and her ilk would recommend, but fuck them. They are attorneys who get paid to do what their clients want them to do and they love having to draw up documents. Fees, fees, fees, $$$$$$$$$$$$

If Anita succeeds in her agenda and becomes trustee, we should have her competency tested just to show her what it feels like. If everything stays the way it is right now, that's the first thing I'm going to do when the day comes that she's in charge of me. Na, Na, Na, Na, Na, Na.

Love you,

C

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: occurtis@sbcglobal.net
Sent: Wed, October 27, 2010 9:32:06 PM
Subject: One more

And do not overlook an exploration of the family's motives in requesting a competency evaluation, she cautioned. Do family members have reason for wanting their oddly behaving relative to be declared incompetent?

This is from an article about not rushing to declare and elderly person incompetent.
Mother passes the smell test and I have to make sure Tino does not let her out of the house without her clothes being ironed and SEE!!! MOTHER MADE THE APPOINTMENT TO GET HER HAIR DONE!!! CANDY THAT IS IT!!! MOTHER DOES CARE ABOUT HER APPEARANCE!! She will not go out without her makeup one and I have to get her a nail file all the time. Mother also called Edward Jones on her own and sold $10K so she would have enough money to live on.

She was temporarily incompetent when she was to low on oxygen and if they made her walk to Candace's office I know for a fact her levels were to low because Dr. White joked about it. Tino did not take her so she had to walk from the parking lot to the office. She did not understand what she was signing because she was to short of breath and I can prove that. Candane has to know she F***ed up.

--- On **Wed, 10/27/10, Carole Brunsting <*cbrunsting@sbcglobal.net*>** wrote:

From: Carole Brunsting <cbrunsting@sbcglobal.net>
Subject: Found this
To: occurtis@sbcglobal.net

Date: Wednesday, October 27, 2010, 10:38 PM

There are any number of situations that may cause you to question the competency of a family member to make sound life decisions, such as when:

- An elderly person suddenly changes a will or trust in a manner that is significantly different from all previous wills or trusts, which could result in will litigation if not appropriately handled during the elder's life.
- A family member has suspicion that the elderly person is being unduly influenced by others

Anita is unduly influencing Mother and now Amy has piled on. Mother never would have made these changes on her own. This was all done by the hand of Anita who put herself in charge of everything.

02102015:1527:P0074

From: Carole Brunsting (cbrunsting@sbcglobal.net)
To: occurtis@sbcglobal.net;
Date: Tue, October 26, 2010 10:12:27 AM
Cc:
Subject: Re:

Oh Candy thank you!!! I feel that I have been fighting this battle with Anita and now Amy alone. Anita is going to be the one responsible for keeping Mother sick because she is such a control freak and will not LET IT GO!! Let Mother decide what she wants to do. It is Mother's money, not ANITA's and not AMY's.

--- On **Tue, 10/26/10, Candace Curtis** ***<occurtis@sbcglobal.net>*** wrote:

> From: Candace Curtis <occurtis@sbcglobal.net>
> Subject: Re:
> To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
> Date: Tuesday, October 26, 2010, 12:05 PM
>
> I just called Mother. She DID NOT know the full implications of what she signed. I told her Anita had been manipulating her since Daddy passed away. She said she should have been included on the call. She said that she would not have given Anita the authority to manage MY MONEY. I told her that Amy and Anita are conspiring with Candace to have her declared incompetent so they can take CONTROL.
>
> I don't really know what will happen now. I think that the August document should be declared null and void.
>
> After talking to her for at least 30 minutes I realized that she is NOT incompetent. It's her memory that is failing, not her ability to manager her affairs. This happens when people get old. She might not remember to pay a bill, but she knows that bills must be paid. She doesn't remember that I know Carl had encephalitis, but she knows Carl had encephalitis. She has the ability to UNDERSTAND something when it's explained to her, although she might not remember what it is that she understood at the time.
>
> Please change the password on Mother's bank account. Please also tell Mother that Anita checks her bank account to see what she is doing and that she also reads her private emails.
>
> Mother did say that Anita drives her crazy.
>
> Love you,
>
> C
>
> ---
> **From:** Carole Brunsting <cbrunsting@sbcglobal.net>
> **To:** Candace Curtis <occurtis@sbcglobal.net>
> **Sent:** Tue, October 26, 2010 9:34:02 AM
> **Subject:** Re:

NOT EVIDENCE

P-8

02102015:1527:P0075

I am glad you wrote because I could not sleep last night either and it is difficult to keep my mind on my work. I went over and over all the events of what has happened since Daddy passed away and Anita has been scheming and manipulating with Mother and even tried to get Carl involved. Candace has not been looking out for Mother's best interest. Candace has been allowing Anita to be the one to strong arm Mother into signing papers when I do not believe she understood what she was signing, she only wanted to shut Anita up.

All Anita was suppose to do or find out was placing Carl's money in medical trust for MOTHER to manage and now all of a sudden Amy is co-trustee and your money is in trust and I wonder about mine as well.

I am working on a time line of how and when all this happened and will show that they pressured Mother to make changes when she A) was accepting the fact that Carl was gravely ill B) she found out she had cancer C) she got pneumonia and was in the hospital D) had Drina breathing down her back because ANITA was to chicken to call Drina back E) had to decide on her own about giving Drina money because ANITA and AMY were to busy to be bothered to call me or Mother back and it is what Mother wanted to do but she knew Anita was going to chastise her for giving her money that was her own to give away as she saw fit. F) also during that time Mother had 2 PET scans, a CT scan and a bron scope for which she was sedated.

Now I understand why Mother kept putting off signing the changes to the Trust. I thought the papers were written only to put Carl's money in trust. I did not know that Amy was replacing Carl and your money was going into trust. I never saw the documents as Candace had them at her office, but Mother kept delaying going over there with various excuses. She was afraid to tell Anita she did not want to make all the changes, but Anita talked her into it.

The closer Anita comes to taking control the comments to me have been: A) it is a good thing I am trustee now and not Carl because you can make more changes to the trust than you realize and Carl would have been making all the decision and had final say over distribution B) she was going to find a way to fold Carl's money back into the trust if Carl died before Drina C) she was taking over all investment when ANITA is the one that moved the money over to this Edwards office that Mother works with and attended all the meetings D) Anita wanted to find out if she could sell the farm as one unit because she said she could get more per acre rather than us each sell our parcels when we wanted too. E) Now I find out that ANITA contacted Carl about a year ago about putting both our money in trust that she and Carl would control and Carl said no.

Candy I am so deeply hurt by all of this and disgusted at the same time. I am so angry with Candace because she allowed all this to happen and it impacts Mother. Amy will just go along with Anita now that her name is on the trust. But if she only knew that ANITA called CPS and they went out and spoke with Amy's neighbors about her kids and spied on her house for a report back to Anita and the report was they did not find any reason to take Jack and Ann. Anita wanted Carl and Drina to adopt them.

I think at this point I need to find an attorney to speak with. Now that Anita sent out the trust documents even though she should not have, Drina will hire a lawyer and this will never see the of day. And she will have Carl's full support.

02102015:1527:P0076

--- On **Tue, 10/26/10, Candace Curtis** *<occurtis@sbcglobal.net>* wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 11:07 AM

Carole,

I promised myself when I hung up from the call that I was through with all of this. I broke my promise all night last night and didn't get a wink of sleep. I cannot let it go. Anita has been manipulating Mother since Daddy passed away. Rather than say "Candy, you are NO LONGER entitled to know anything about any of it" she has been lying and saying she had no idea what was going on. The fact that she has been talking to Candace and pushing for Mother to resign as trustee is truly sick. Now that she and Amy are dead set on having Mother declared incompetent I DON'T WANT THEM TO HAVE CONTROL OF MY SHARE OF THE TRUST. But they do, thanks to Candace, who does not know me from Adam. I don't think Mother realized what she was signing in August. She is not a stupid woman and would certainly understand the intent of the document if anyone explained it to her. THEY DID NOT. If they did explain it to her until she understood, I think she would have had second thoughts.

How dare Candace tell you that if you don't participate in the call you will not have any say in it. YOU DON'T HAVE ANY SAY IN IT ANYWAY. At least Mother and Anita think you're smart enough to be your own trustee.

When Amy and Anita were griping about Edward Jones and I suggested that they write a letter for Mother to sign, Amy ONLY thought that was a good idea. Anita said nothing. SHE WANTS TO GET HER HANDS ON THE MONEY SO SHE CAN DO A BETTER JOB OF INVESTING.

Bottom line. I'm truly scared about my future security and the fact that I have no control whatsoever over my destiny. If that's what Mother intended I would really have liked to hear it from her. I would also like to know what I did that made her feel it was necessary to take such drastic measures without consulting me.

I cannot sleep, I cannot keep my mind on my work, and I cannot get these thoughts out of my head.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Mon, October 25, 2010 9:17:05 PM
Subject: Re:

Based on the comments that Anita has been making to me for the past 4 months, I am concerned too, that she wants to see how much control she has.

--- On **Mon, 10/25/10, Candace Curtis** *<occurtis@sbcglobal.net>* wrote:

02102015:1527:P0077

From: Candace Curtis <occurtis@sbcglobal.net>
Subject:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Monday, October 25, 2010, 6:01 PM

Now the truth comes out. None of us is entitled to copies of the trust documents, since Mother is the only beneficiary. Amy and Anita are trying to take over and will probably do anything and everything they can to cut the rest of us out. I was already depressed today. I'm over the edge now.

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02102015:1527:P0074

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NOT EVIDENCE

P-8

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Exhibit 5c

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

Carole's October emails about Mother kept avoiding signing papers (see original complaint exhibits)

02102015:1527:P0074

From: Carole Brunsting (cbrunsting@sbcglobal.net)
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> I don't really know what will happen now. I think that the August document should be declared null and void.
>
> After talking to her for at least 30 minutes I realized that she is NOT incompetent. It's her memory that is failing, not her ability to manager her affairs. This happens when people get old. She might not remember to pay a bill, but she knows that bills must be paid. She doesn't remember that I know Carl had encephalitis, but she knows Carl had encephalitis. She has the ability to UNDERSTAND something when it's explained to her, although she might not remember what it is that she understood at the time.
>
> Please change the password on Mother's bank account. Please also tell Mother that Anita checks her bank account to see what she is doing and that she also reads her private emails.
>
> Mother did say that Anita drives her crazy.
>
> Love you,
>
> C
>
> ---
> **From:** Carole Brunsting <cbrunsting@sbcglobal.net>
> **To:** Candace Curtis <occurtis@sbcglobal.net>
> **Sent:** Tue, October 26, 2010 9:34:02 AM
> **Subject:** Re:

NOT EVIDENCE

P-8

02102015:1527:P0075

I am glad you wrote because I could not sleep last night either and it is difficult to keep my mind on my work. I went over and over all the events of what has happened since Daddy passed away and Anita has been scheming and manipulating with Mother and even tried to get Carl involved. Candace has not been looking out for Mother's best interest. Candace has been allowing Anita to be the one to strong arm Mother into signing papers when I do not believe she understood what she was signing, she only wanted to shut Anita up.

All Anita was suppose to do or find out was placing Carl's money in medical trust for MOTHER to manage and now all of a sudden Amy is co-trustee and your money is in trust and I wonder about mine as well.

I am working on a time line of how and when all this happened and will show that they pressured Mother to make changes when she A) was accepting the fact that Carl was gravely ill B) she found out she had cancer C) she got pneumonia and was in the hospital D) had Drina breathing down her back because ANITA was to chicken to call Drina back E) had to decide on her own about giving Drina money because ANITA and AMY were to busy to be bothered to call me or Mother back and it is what Mother wanted to do but she knew Anita was going to chastise her for giving her money that was her own to give away as she saw fit. F) also during that time Mother had 2 PET scans, a CT scan and a bron scope for which she was sedated.

Now I understand why Mother kept putting off signing the changes to the Trust. I thought the papers were written only to put Carl's money in trust. I did not know that Amy was replacing Carl and your money was going into trust. I never saw the documents as Candace had them at her office, but Mother kept delaying going over there with various excuses. She was afraid to tell Anita she did not want to make all the changes, but Anita talked her into it.

The closer Anita comes to taking control the comments to me have been: A) it is a good thing I am trustee now and not Carl because you can make more changes to the trust than you realize and Carl would have been making all the decision and had final say over distribution B) she was going to find a way to fold Carl's money back into the trust if Carl died before Drina C) she was taking over all investment when ANITA is the one that moved the money over to this Edwards office that Mother works with and attended all the meetings D) Anita wanted to find out if she could sell the farm as one unit because she said she could get more per acre rather than us each sell our parcels when we wanted too. E) Now I find out that ANITA contacted Carl about a year ago about putting both our money in trust that she and Carl would control and Carl said no.

Candy I am so deeply hurt by all of this and disgusted at the same time. I am so angry with Candace because she allowed all this to happen and it impacts Mother. Amy will just go along with Anita now that her name is on the trust. But if she only knew that ANITA called CPS and they went out and spoke with Amy's neighbors about her kids and spied on her house for a report back to Anita and the report was they did not find any reason to take Jack and Ann. Anita wanted Carl and Drina to adopt them.

I think at this point I need to find an attorney to speak with. Now that Anita sent out the trust documents even though she should not have, Drina will hire a lawyer and this will never see the of day. And she will have Carl's full support.

Exhibit 5-d

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

Candy and Carole emails October 26, 2010 "Amy and Anita arc trying to take over and will probably do anything and everything they can to cut the rest of us out."

02102015:1527:P0076

--- On **Tue, 10/26/10, Candace Curtis** *<occurtis@sbcglobal.net>* wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 11:07 AM

Carole,

I promised myself when I hung up from the call that I was through with all of this. I broke my promise all night last night and didn't get a wink of sleep. I cannot let it go. Anita has been manipulating Mother since Daddy passed away. Rather than say "Candy, you are NO LONGER entitled to know anything about any of it" she has been lying and saying she had no idea what was going on. The fact that she has been talking to Candace and pushing for Mother to resign as trustee is truly sick. Now that she and Amy are dead set on having Mother declared incompetent I DON'T WANT THEM TO HAVE CONTROL OF MY SHARE OF THE TRUST. But they do, thanks to Candace, who does not know me from Adam. I don't think Mother realized what she was signing in August. She is not a stupid woman and would certainly understand the intent of the document if anyone explained it to her. THEY DID NOT. If they did explain it to her until she understood, I think she would have had second thoughts.

How dare Candace tell you that if you don't participate in the call you will not have any say in it. YOU DON'T HAVE ANY SAY IN IT ANYWAY. At least Mother and Anita think you're smart enough to be your own trustee.

When Amy and Anita were griping about Edward Jones and I suggested that they write a letter for Mother to sign, Amy ONLY thought that was a good idea. Anita said nothing. SHE WANTS TO GET HER HANDS ON THE MONEY SO SHE CAN DO A BETTER JOB OF INVESTING.

Bottom line. I'm truly scared about my future security and the fact that I have no control whatsoever over my destiny. If that's what Mother intended I would really have liked to hear it from her. I would also like to know what I did that made her feel it was necessary to take such drastic measures without consulting me.

I cannot sleep, I cannot keep my mind on my work, and I cannot get these thoughts out of my head.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Mon, October 25, 2010 9:17:05 PM
Subject: Re:

Based on the comments that Anita has been making to me for the past 4 months, I am concerned too, that she wants to see how much control she has.

--- On **Mon, 10/25/10, Candace Curtis** *<occurtis@sbcglobal.net>* wrote:

02102015:1527:P0077

From: Candace Curtis <occurtis@sbcglobal.net>
Subject:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Monday, October 25, 2010, 6:01 PM

Now the truth comes out. None of us is entitled to copies of the trust documents, since Mother is the only beneficiary. Amy and Anita are trying to take over and will probably do anything and everything they can to cut the rest of us out. I was already depressed today. I'm over the edge now.

UNOFFICIAL COPY

Exhibit 5-e

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

Anita's March 9 2011 email see Candace Curtis Original Affidavit Exhibit 9 p.51Anita's March 9 2011 email see Candace Curtis Original Affidavit Exhibit 9 pg.57

02102015:1527:P0078

From: Candace Curtis (occurtis@sbcglobal.net)
To: occurtis@sbcglobal.net;
Date: Sat, February 18, 2012 11:29:12 AM
Cc:
Subject: Fw: New Development

----- Forwarded Message ----
From: Anita Brunsting <akbrunsting@suddenlink.net>
To: Candace Curtis <occurtis@sbcglobal.net>; Amy <at.home3@yahoo.com>; Carole Brunsting <cbrunsting@sbcglobal.net>
Sent: Tue, March 8, 2011 7:15:32 PM
Subject: RE: New Development

I got the same TM from Tino. I hesitate to promise them anything in writing about money. Rather than a monthly payment, I would rather grant them a certain amount each year, but only through the direct payment of their bills - for example; mom could gift Carl $13,000/year, but only if they send me the bill statements to pay directly, and only for bills for living/medical expenses - when the trust has paid $13,000 in bills for the year, that's the end of the money for that year. We could ask them to sign for this money against his inheritance, but then we'd have another form that we'd have to get them to sign (probably notarized), and as we don't know if she's had Carl declared incompetent, the validity of any form he signs might be questionable.

I do like the idea of a letter telling Drina that she may have no contact w/ mom (physical, verbal, visual, phone or electronic means) and she is not to enter mom's house. She can bring Carl to visit mom, but she must remain outside the house - any violation of this letter will be considered harassment and the police will be called if she does not comply. I would also like to add in the letter that Carl's inheritance will be put into a Personal Asset Trust for his care and living expenses - I think this information might be enough to tip her hand.

I would also like to ask Candace, what this letter would do for us legally - like if we did end up calling the police would the letter lend any credence to our case?

I won't do anything until we can come upon an agreement as what to do - I can also write this letter in the role of mom's power of attorney (which she signed last year).

I spoke w/ mom about the whole situation; she listens to reason and can understand our concerns for Carl, and will sign the changes to the trust next week. I have been very forthright in explaining the changes in the trust to her, and that they would be done in order to minimize any pathway that Drina might have to Carl's money. The changes are not to penalize Carl, but to ensure the money goes for his care. I told her to "just say No" to Carl or Drina if they brought up the trust or money and to refer them to me. I reminded her that she isn't trustee anymore and doesn't have access to the trust accounts - she seems fine w/ everything, and expressed no desire to put Carl back on as a trustee. I told her that in the event she did that, that it would not be fair to the rest of us, as we would end up having to deal w/ Drina, not Carl. Mom begrudgingly admits to knowledge of the unpleasantness of this whole situation and Drina's past behavior since Carl has been ill, but I think she is really naive regarding the lengths to which Drina may go through to get Carl's inheritance.

UNOFFICIAL COPY

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Exhibit 6

The Original 1996 Brunsting Family Living Trust

THE

BRUNSTING FAMILY

LIVING TRUST

Prepared By

Albert E. Vacek, Jr.

Law Offices of Albert E. Vacek, Jr., P.C.

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Telephone: (713) 531-5800

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THE BRUNSTING FAMILY LIVING TRUST

Article I

The Founding of Our Family Living Trust

Section A. Our Declaration of Trust

This trust declaration 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 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.

Our trust may also be known as:

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

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

Name	Birth Date
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 our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

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 or entities will serve as Trustee in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

A successor Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death or disability. 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.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

> On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.
>
> _____
> Signature Line
>
> Sworn, subscribed and acknowledged before me, the undersigned authority, on this the ____ day of _____, 19_____.
>
> _____
> Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

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 of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee 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 H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may 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 Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits

which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee, in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

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.

a. 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.

b. 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.

c. 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 VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

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

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

b. Purchase of Assets and Loans

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

c. Distributions from the Personal Representative

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

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.

2. **PRINCIPAL**

   a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed $5,000.00.

   b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.

   c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only. Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

Beneficiary	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
CARL HENRY BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
ANITA KAY RILEY	1/5

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living

descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any

amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall 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 proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provided otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the

parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

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 the inspection or audit by the 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 or could be entitled to receive a present 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, 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 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.

Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "settlors" or any other name given to the makers of this trust either by law or by popular usage.

5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals,

other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.

6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

   The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

   In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.

8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

    It must clearly evidence the interest of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

    The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, 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 the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, 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 transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

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: October 10, 1996

_____

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

COUNTY OF HARRIS

On October 10, 1996, 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

Exhibit 7

The 2005 Restatement of the Family Trust

THE RESTATEMENT OF

THE BRUNSTING FAMILY

LIVING TRUST

Prepared By

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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 ad 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.

Our trust may also be known as:

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

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

Name	Birth Date
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 our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust

during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

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.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

_____
Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____.

_____
Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

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 of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee 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 H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may 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 Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or

estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or

such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,

in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent

of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death

of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;

2. Our residence shall be designed or adapted for human residence;

3. Such property shall at all times be used as our residence;

4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;

5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;

6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and

7. This trust has acquired the property in an instrument of title that

   a. describes the property with sufficient certainty to identify it and the interest acquired;

   b. is recorded in the real property records of the county in which the property is located; and

   c. is executed by one or both of us as Trustors or by our personal representatives.

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 VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

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

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

b. Purchase of Assets and Loans

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

c. Distributions from the Personal Representative

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

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.

2. **PRINCIPAL**

   a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed $5,000.00.

   b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.

   c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the

appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

Beneficiary	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
CARL HENRY BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
ANITA KAY RILEY	1/5

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share created for CANDACE LOUISE CURTIS shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to

CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY

BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH

TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last

will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on

such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount.

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall 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 proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

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.

Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "settlors" or any other name given to the makers of this trust either by law or by popular usage.

5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals, other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.

6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

   The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

   In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.

8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, 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 the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity

as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, 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 transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

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.

Charlotte Allman

Notary Public, State of Texas

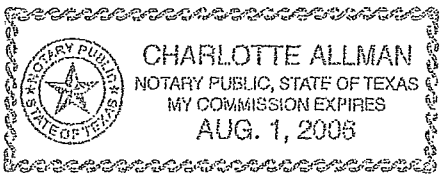


Exhibit 8

The 2007 Amendment to the Brunsting Family Trust

FIRST AMENDMENT TO THE RESTATEMENT TO
THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, hereby amend the said Trust, as follows, to-wit:

1. The said trust entitled "The Brunsting Family Living Trust dated October 10, 1996" is hereby amended so that any and all references to "ANITA RILEY" shall be to "ANITA BRUNSTING". Said correction is incorporated herein as a part of the Brungsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article IV, Section B of the said Trust entitled "Our Successor Trustees" is hereby amended so that from henceforth Article IV, Section B is replaced in its entirety with the Article IV, Section B set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996, as restated on January 12, 2005, for all purposes.

3. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

4. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS OUR HANDS this the 6th day of September, 2007.

ELMER H. BRUNSTING,
Founder and Trustee

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of September, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

EXHIBIT "A"

Article IV

Our Trustees

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 or entities will serve as Co-Trustees:

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

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.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Exhibit 9

Affidavit from Frost Bank re; Amy trying to pawn Carl & Candace inheritances off to frost to avoid accountability

Gene Witter/CFBI
03/29/2012 11:02 AM

To "Bobbie Bayless" <bayless@baylessstokes.com>
cc
bcc
Subject Discovery Affidavit-Brunsting pre-litigation discovery

Dear Bobbie,

I am having this delivered to you today.

Gene Witter
Senior Vice President & Trust Officer
The Frost National Bank
P. O. Box 2845
Houston, Texas 77252
Phone: 713/388-7852 FAX: 713/388-7808

From: Debbie Castillo on 01/24/2012 09:13 AM
To: Wayne Baker/CFBI@CFBI
cc:

While You Were Out

Contact:
Amy Brunsting
of:

Phone: 830-625-8352
FAX:

- ☐ Telephoned
- ☒ Please Call
- ☐ Will Call Again
- ☐ Returned Call
- ☐ Was In
- ☐ Will Return
- ☐ Left Package
- ☐ Please See Me
- ☐ Urgent

Thursday @ 9 am.

Message:
Getting ready to set up two managed trusts and needs more information. The trusts will be for her deceased parents - Elmer and Nelva Brunsting.

Amy Ruth Eckhart 50?
County Judge Dr.
New Braunfels, TX.

$100 - 500

Amy Brunsting
<at.home3@yahoo.com>

01/24/2012 10:17 AM

Please respond to
Amy Brunsting
<at.home3@yahoo.com>

To "wbaker@frostbank.com" <wbaker@frostbank.com>

cc Anita Brunsting <akbrunsting@suddenlink.net>

bcc

Subject Conference call on Thursday am

Wayne,
Thank you for clearing your schedule to speak with my sister and me about the management of the trust accounts for my brother Carl and my sister Candy. I've attached a copy of the trust documents. Please let me know if you need any other information. The trust documents were prepared by Candace Freed at Vasak and Freed.

My sister who is co-trustee is Anita Brunsting. Her phone number is 361-550-7132. My cell phone number is 830-822-2388. As per our conversation, the conference call is scheduled for 9 am on Thursday, Jan. 26.

Regards,
Amy Brunsting

Beneficiary Designation.pdf

NO. 2012-14538

IN RE: CARL HENRY BRUNSTING	§	IN THE DISTRICT COURT OF
	§	
	§	HARRIS COUNTY, TEXAS
	§	
	§	80th JUDICIAL DISTRICT

BUSINESS RECORDS AFFIDAVIT
OF THE FROST NATIONAL BANK

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared GENE WITTER, who, being duly sworn, deposed as follows:

My name is Gene Witter. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

I am a Senior Vice President & Trust Officer at The Frost National Bank (the "Bank") and in that position, I am a custodian of records for the Bank. Attached hereto are records from the Bank's files which have been marked with page numbers 1 through 39. These pages of records have been kept by the Bank in the regular course of business, and it was the regular course of business of the Bank for an employee or representative of the Bank with knowledge of the act or event recorded to make the record or to transmit information thereof to be included in such record; and the record was made at the time or reasonably soon thereafter. The records attached hereto are exact duplicates of the originals found in the Bank's files.

Gene Witter
AFFIANT

SUBSCRIBED AND SWORN TO before me, on this 29th day of March, 2012, to certify which witness my hand and seal of office.

LINDA MAPP
Notary Public
STATE OF TEXAS
My Comm Exp 10-07-2012

Notary Public, in and for the
State of TEXAS Linda Mapp
Printed Name: Linda Mapp

My Commission Expires: 10/7/2012

P12718

QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

Beneficiaries	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
CARL HENRY BRUNSTING	1/5
ANITA KAY BRUNSTING	1/5

B. Division into Separate Shares

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. Share for CANDACE LOUISE CURTIS

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. Share for CAROL ANN BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. Share for AMY RUTH TSCHIRHART

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;

2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;

3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

4. To protect trust assets and income from claims of and interference from third parties;

5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);

8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;

9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and

10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c)) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustor's intent in creating the trust, as set forth above in paragraph B.

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.

   a. Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Education, Maintenance and Support": In exercising the discretionary powers to provide benefits under this trust, the Trustee shall take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustor requests that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including,

but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.

c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."

e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."

H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

   a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).

7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.

2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.

3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.

B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

PLLC of Houston, Texas, to help ensure the appropriate selection of the initial Trust Protector.

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."

3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.

4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."

5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not

require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

   If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

   If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.

   a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.

   b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").

   c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.

7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.

8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.

9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;

2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;

3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;

4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;

5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;

6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;

7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;

9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041 , no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.

3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:

   a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.

4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.

B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).

2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.

3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power; Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.

5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:

   a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and

   b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.

3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.

4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:

   a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;

   b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;

   c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or

   d. Abandon Property: Abandonment of such asset.

2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.

3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.

D. Indemnification of Trustee from Trust Assets for Environmental Expenses:

1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.

   a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:

      (i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;

      (ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;

      (iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and

      (iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.

   b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:

      (i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

(ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.

3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.

F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

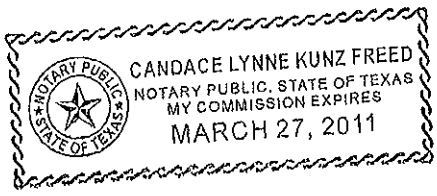
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace L Kunz Freed

Notary Public, State of Texas

Exhibit 10

Collection of bates stamped copies of the three signature versions of the alleged 8/25/2010 QBD

Signature preceded by CAN

This one only connects to Anita

P229
Attached to Anita's 156 page objection filed December 5, 2014
Can with no Bates stamp (received from Anita on December 21, 2011)

Both signatures are Above the line

This one connects to Carole, Freed & Amy

P192
In Carole's 133 page objection filed Feb. 17, 2015

P7168 V&F000389 Curtis P-76
Vacek & freed production

P12755
Frost Bank document Production given to them by Amy

Both signatures are On the Line

This one connects to Freed and Anita
P443
Obtained by Blackburn from Vacek & Freed

P1015
Copy of P-40_p37 USCA5 was received from Anita Brunsting via email October 23, 2010

P-40_p37 USCA5 Case 4:12-cv-00592 Document 1-13 Filed in TXSD on 02127/12 Page 7 of 20
Attached to Curtis original federal complaint. Exhibit was received from Anita Brunsting via email October 23, 2010

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

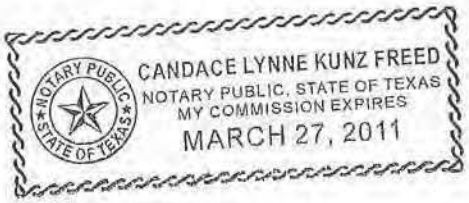
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace Lynne Kunz Freed

Notary Public, State of Texas

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

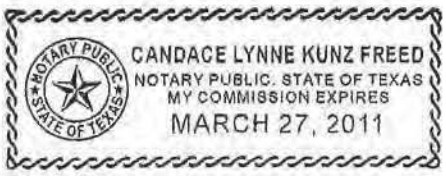
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace L Kunz Freed

Notary Public, State of Texas

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Candace L Kunz Freed

Notary Public, State of Texas

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EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

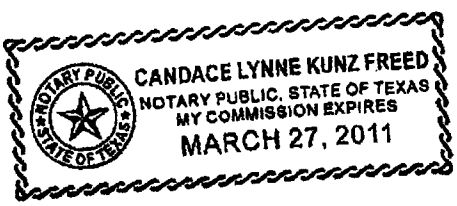
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace Lynne Kunz Freed

Notary Public, State of Texas

EXHIBIT
P-76

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

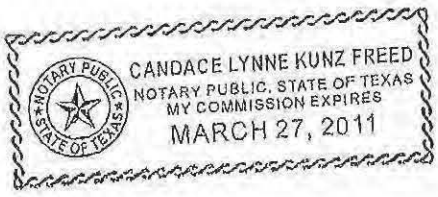
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace Lynne Kunz Freed

Notary Public, State of Texas

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Notary Public, State of Texas

EXHIBIT
P-40_p37

Exhibit 11a

July 1, 2008 Appointment of successor trustees pdf pages 135-139

7/1/08 Appt of Succ. Trustees

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended, (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her 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 other reason, as well as specify conditions relevant to such appointment; and,

WHEREAS, ELMER H. BRUNSTING is no longer able to manage his financial affairs, as is evidenced by the physicians' letters attached. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone

WHEREAS, the said NELVA E. BRUNSTING is desirous of her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

BRUNSTING005806

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other

BRUNSTING005807

personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next

BRUNSTING005808

successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

WITNESS MY HAND on July 1, 2008.

Nelva E. Brunsting

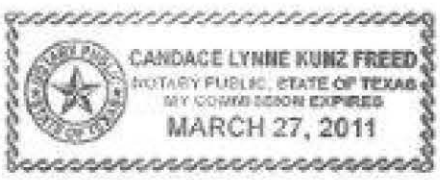
NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on July 1, 2008 NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace L Kunz-Freed

Notary Public, State of Texas



2/24/10 Cert of Trust

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   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. ELMER H. BRUNSTING, died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

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

   The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. 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 certifies 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 February 24, 2010.

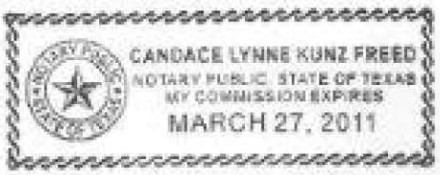
Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.



Candace Lynne Kunz Freed

Notary Public, State of Texas

2/24/10 EHB DecTrust - Cert of Trust

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   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. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

   An acceptable abbreviation for account titling is as follows:

   NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. 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 power 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 certifies 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 February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

Candace Kunz Freed

Notary Public, State of Texas

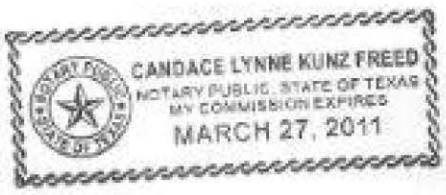


Exhibit 11b

August 25, 2010 Appointment of successor trustees

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her 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 other reason, as well as specify conditions relevant to such appointment; and

WHEREAS, ELMER H. BRUNSTING, died on April 1, 2009. The Brunsting Family Living Trust authorized the creation of subsequent subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST. The full legal names of the said subtrusts are:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

WHEREAS, the said NELVA E. BRUNSTING is desirous of exercising her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical

information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the said Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

WITNESS MY HAND on August 25, 2010.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace K Kunz Freed
Notary Public, State of Texas

Exhibit 11c

Nelva's alleged 12/21/2010 Resignation

RESIGNATION OF ORIGINAL TRUSTEE

Pursuant to Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended (the "Trust"), I, NELVA E. BRUNSTING, an original Trustee of the Trust may resign as Trustee.

On April 1, 2009, two subtrusts were created under the BRUNSTING FAMILY LIVING TRUST and are known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

I hereby resign as Trustee of these said Trusts in accordance with the provisions contained in Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

My resignation is effective immediately and I hereby appoint ANITA KAY BRUNSTING as the Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as well as the subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

Nelva E. Brunsting
NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:35 p.m., by NELVA E. BRUNSTING.

Candace Lynne Kunz Freed
Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Exhibit 11d

12/21/2010 Appointment of Successor Trustees

Law Firm Copy

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her 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 other reason, as well as specify conditions relevant to such appointment; and

WHEREAS, ELMER H. BRUNSTING, died on April 1, 2009. The Brunsting Family Living Trust authorized the creation of subsequent subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST. The full legal names of the said subtrusts are:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.
>
> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

WHEREAS, the said NELVA E. BRUNSTING is desirous of exercising her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, resign as Trustee, then the following individuals will serve as successor Trustee in the following order:

> First, ANITA KAY BRUNSTING
> Second, AMY RUTH TSCHIRHART
> Third, THE FROST NATIONAL BANK

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death or disability, then the following individuals will serve as successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to,

protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries

participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the said Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

WITNESS MY HAND on December 21, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:34 p.m., by NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace K Kunz Freed
Notary Public, State of Texas

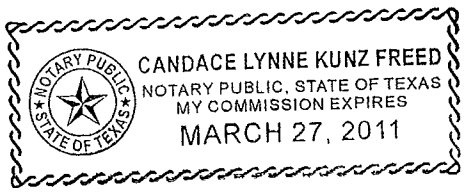


Exhibit 11e

Anita December 21, 2010 acceptance of appointment

ACCEPTANCE BY SUCCESSOR TRUSTEE

I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the office and duties of Successor Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST, after the resignation of the original Trustee, NELVA E. BRUNSTING.

Anita Kay Brunsting
ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:36pm p.m., by ANITA KAY BRUNSTING.

Candace S Kunz-Freed
Notary Public, State of Texas

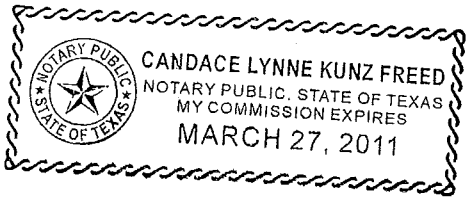


Exhibit 12

Candace Freed memo: Anita instructing Candace to “change the trust” and make her trustee with Amy followed by Frost Bank 7-30-2010

PM TRUST REVIEW MEETING

Signing Date & Time: Wed. Aug. 4th 2 pm.
Fee: _____
Paid: _____ Mail: _____

Client Name: Brunsting, Nelva

Date: 07/30/10 **Estate Size:** 2 mil ±

IRA: Husband - N/A **Wife -** _____

Current Address/Phone: 13630 Pinerock Hou TX 77079

Date of Trust/Restatement: _____ **Previous Amendments?** Yes.

Subtrust Funding Done previously? Yes. DT & ST

AMENDMENT: ✓ **QBD(PAT)**✓ ___ **Other** ___ **Instr Ltr** ✓ **HCPOA**✓
✓ **ApptSUCCTee/HIPAA**✓ ___ **ExTPOA** ✓ **COT** ✓ **POA**✓ ___ **DIR**

Anita Kay Riley & Amy Ruth ... Co-tees
or Survivor of Them. Then Trust

✓ **Distribution Change (QBD):**

PAT QBD

IF PAT QBD then:

Each beneficiary Trustee of Own Trust: ✓ yes ___ no

except for Carl, Anita & Amee as Co-tees for Carl
(except they have Rt to name Carl as adm'r of Own Succ Tee)
Distribution of PAT: need to

Same as LT except need language
about the last amend (QBD) was early distrs.

_____ **Specific Distribution:**

_____ **Ultimate Distribution:**

_____ **HEALTH CARE DOCUMENTS:**

1ST Agent: Carol

2nd Agent: Anita

3rd Amy

IRA TRUST: _____ **yes** _____ **no** For whom? _____ husband _____ wife

Trustees upon disability of Trustor or spouse: _____

Each beneficiary Trustee of own trust? _____ yes _____ no

SS# of Surviving Spouse/Beneficiaries: _____

FUNDING:

Real Estate _____

Which property has NO MORTGAGE? _____

_____ Recording HS Deed

_____ Apply for HS Exemption

Tax-deferred Assets _____

_____ Bank & Brokerage Accounts

_____ Life Insurance

_____ Oil & Gas Interests

_____ Credit Union Accounts

_____ Partnership Interests

_____ CDs

_____ Safe Deposit Box

_____ Stocks and Bonds

_____ Motor Vehicles

_____ Sole Proprietorship Assets

_____ Promissory Notes & Mortgages

_____ Annuities

Additional Documents: _____

_____

NOTES:

Needs new DFPOA order

Anita

Carol

Amy

Any Name Changes for children? _____ **Any children Predecease?** No.

If Yes, who: _____

FEES:

QUOTED: $ _____ (Plus Expenses)

AMOUNT REC'D: None **DATE:** _____

BALANCE DUE: _____

DOCUBANK? _____

Cost Pat QBD 1200.
Hipaa Pkg 250 - med POA
D. F. P. O. A 150.-
Appl. of Succ Tee
New Card.
Courtesy discount. $150.-
Cy

Anita - called

Carl has encephlytes

amendments to trust

Anita + Aimee as Co-Tees

Change list under ME

Carol

Anita

Aimee

financial P.O.a

Anita

Carol

Aimee

Amend to trust /PAT's w/ Aimee Anita to be Co-Tees

to correct Supp Needs to.

Sp needs?

Exhibit 13

1. Nelva hand written Note: see Candace Curtis (Original Affidavit Exhibit 16) See Exhibit 5 PDF p. 255 this filing

Nelva Brunsing
13630 Pinerock Ln.
Houston, TX 77079

Candy Curtis,
1215 Yvonne Way
Martinez, CA
94553

Wed Sunday

Its almost 10 pm but I'm not sleepy and my computer won't cooperate too cute.

So I heard you were concerned that any money you receive after I "leave this mortal coil" will be put in a trust and Greta would have to deal it out.

That not true. Jack will get whatever share is yours. If you don't know how to manage money by now its too late.

I'm on okay pain meds a bit of the time now. Ever sleep with it. The hum of the motor is rather soothing.

Had about 30 on so teachers the evening. Dino took charge doing the goodies out.

Our weather is still gorgeous but so very dry. Glad I'm not a farmer. Iowa farmers are doing better.

I'm watching the Packer game. Looks like your guys are winning.

Aren't these cards pretty? Carol got them for me.

pics

Someday I'm going to get a lap desk. I guess I'm too lazy to sit at the desk. I usually write while watching TV at nite.

Wish I had your lovely handwriting. I started out left handed but my 1st gr. teacher made me write right handed so I ~~have~~ blame her.

Hallmark
STATIONERY

CNT3025
© HALLMARK LICENSING, INC.
MADE IN U.S.A.
Hallmark.com

I can't even read my own writing!)

Bye now. Love, Mother

Exhibit 14

Candace Freed Nov 17 2010 email regarding the reason Freed demanded Nelva be subjected to an incompetency evaluation

Subject: Fw: Nelva Brunsting
From: Candace Curtis <occurtis@sbcglobal.net>
Date: 3/11/2015 6:24 PM
To: Rik Munson <blowintough@att.net>

On Wednesday, November 17, 2010 2:38 PM, Candace Freed <candace@vacek.com> wrote:

Amy and Family, Thank you for the update on your mom, Nelva Brunsting. The purpose of the conference call and the suggestion that Ms. Brunsting be evaluated was based solely on conversations that I had with Ms. Brunsting and to let you all know that I had concerns based on those conversations. If she has been evaluated by her physician and you as a family are comfortable with his or her diagnosis, then you have addressed the concerns that I had. I appreciate your letting me know the opinion of the doctor. I hope your mom is doing well and she continues to improve.

Please let me know if I can be any further assistance.

Very truly Yours,

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.

_____

IRS CIRCULAR 230 DISCLOSURE: Tax advice contained in this communication (including any attachments) is neither intended nor written to be used, and cannot be used, to avoid penalties under the Internal Revenue Code or to promote, market or recommend to anyone a transaction or matter addressed in this communication.
This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged.
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.

_____

Exhibit 15

Transcript: Injunction Hearing April 9, 2013 in the federal Court

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	*	Civil No. H-12-592
	*	
VERSUS	*	Houston, Texas
	*	April 9, 2013
ANITA KAY BRUNSTING, et al	*	9:50 a.m.

TRO HEARING
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

For the Plaintiff:

Ms. Candace Louise Curtis
Pro Se
1215 Ulfinian Way
Martinez, California 94553

For the Defendants:

Mr. George William Vie, III
Mills Shirley LLP
1021 Main Street
Suite 1950
Houston, Texas 77002

Court Reporter:

Fred Warner
Official Court Reporter
515 Rusk Ave.
Houston, Texas 77002

Proceedings recorded by mechanical stenography, produced by computer aided transcription.

THE COURT: Good morning. Please be seated.

All right. This is Cause No. 2012-592, Candace Louise Curtis versus Anita K. Brunsting and others.

So let me have an announcement. Is Ms. Curtis in the courtroom?

MS. CURTIS: Yes, Your Honor.

THE COURT: All right. And who is representing the defendants in the case?

MR. VIE: George Vie, Your Honor, for the defendants.

THE COURT: And I gather we have several parties present, correct?

MR. VIE: Yes, Your Honor.

THE COURT: Are these your clients or --

MR. VIE: Yes, Your Honor. Both the defendants are present.

THE COURT: Both defendants.

And who are the defendants other than -- I just show Anita Kay and Amy Ruth. I am sorry. I apologize. You are representing both?

MR. VIE: Yes, Your Honor.

THE COURT: Okay. Very good.

This is Ms. Curtis' application for a temporary restraining order. As you might recall, this case was initially dismissed by the Court with the understanding that,

or under the understanding that it could not proceed in federal court but must proceed in state court.

The circuit court disagreed with me, and it's back; and now we are charged to proceed forward in this case.

So what I would like to do is, first of all, have Ms. Curtis stand and give me a kind of a factual setting background for what it is that she is seeking, then tell me what she is seeking and see what testimony, if any, we need in order to accomplish that.

So why don't you go ahead take the floor, Ms. Curtis, and tell us how this got started and where we are today.

MS. CURTIS: This got started by my parents, Elmer and Nelva Brunsting, putting together a Brunsting family living trust in 1996 dividing their estate among the five children beneficiaries.

THE COURT: And I see there are the only three children represented. Are there other children that are not included?

MS. CURTIS: Yes, sir. My sister Carole and my brother Carl.

THE COURT: Okay. C-a-r-o-l?

MS. CURTIS: C-a-r-o-l-e and Carl, C-a-r-l.

THE COURT: Well, that C went a long way.

MS. CURTIS: C, C, C and then A, A.

THE COURT: Went a long way in the family, didn't it?

MS. CURTIS: Yes.

THE COURT: Go ahead please.

MS. CURTIS: So, my father passed away in 2009 in April and --

THE COURT: And would you tell us his name for the record.

MS. CURTIS: Elmer H. Brunsting.

THE COURT: All right.

MS. CURTIS: And in July of 2010 my brother Carl became stricken with encephalitis. And it's a very serious disease. He was in the hospital for several months, part of that time in a coma. And my brother was originally appointed the executor of my parent's estate.

THE COURT: Your brother would be Carl?

MS. CURTIS: Carl. And also a successor/co-trustee of the Brunsting Family Living Trust and any resulting trusts.

In approximately 2007, my mother sent an e-mail to me and asked me if I would mind becoming co-trustee with my brother Carl because my sister Amy was unstable; and she was wondering if I would mind coming to Houston whenever necessary to take care of these things. And I agreed. And that was the last I heard of it.

Since that time I have received a document, which is the last, first and only amendment that my father and mother both signed to the family living trust appointing Carl and Candace as successor/co-trustees.

THE COURT: Okay. So as it stands now, it is Carl and Candace who would be the co-trustees of the trust?

MS. CURTIS: Yes, Your Honor, yes.

And after my brother became ill, my youngest sister Anita took the opportunity to begin seize control of the trust. She immediately, within three weeks after he became ill --

THE COURT: When did this happen?

MS. CURTIS: In July of 2010.

THE COURT: 2010. He became apparently incapacitated or unable to?

MS. CURTIS: Yes. He was in a coma for several weeks.

THE COURT: Is he still in a coma?

MS. CURTIS: No. He's back at home and doing very well.

THE COURT: Okay. Very good. Go ahead.

MS. CURTIS: And has been.

THE COURT: I will be asking questions of him.

MS. CURTIS: And so, because of things that are just simply judgmental and ugly, my sister began to try to wrest

control of the trust so that my brother could not have anything whatsoever to do with it. She took his name off the safe deposit box which, according to my father's handwritten letter from 1999, contained all of the information about the family trust, and then some papers were caused to be drawn up. One was a qualified beneficiary designation.

THE COURT: I'm sorry. Was a what?

MS. CURTIS: A qualified beneficiary designation.

THE COURT: All right.

MS. CURTIS: And several other papers were drawn up on August 25th, 2010.

There was no notice given to any of the beneficiaries about this qualified beneficiary designation that was to be prepared and signed. And the only way that I found out about it was to ask my sister Anita for copies of trust documents for me to review for a phone conference that had been called by the trust attorneys that was supposed to include my mother and all of her children. My brother Carl was never notified of this phone conference.

THE COURT: Was he at the time still in a coma or incapacitated?

MS. CURTIS: No, sir. He was not in a coma, but he was still in the hospital.

THE COURT: Okay.

MS. CURTIS: And my mother also was not in on the

phone call.

So we had the conference call, and they were definitely absent; and the conference call apparently was called to discuss proposed changes to the trust, when in fact the changes had already been made; and as it boiled down to the end and various parties hung up, they were going to try to have my mother declared incompetent because she said that she did not sign the qualified beneficiary designation and that in fact what the qualified beneficiary designation said was not true.

THE COURT: Let me ask you a question before we go forward. What was the purpose -- what did the beneficiaries receive and how were funds, as you understand it, disbursed from the trust prior to this August 25th 2010. How was the trust to be administered?

MS. CURTIS: The trust was to be divided into five personal asset trusts; and I believe that each personal asset trust would have a trustee, but I do not think it was the beneficiary.

THE COURT: Was that to recognize the five children?

MS. CURTIS: Yes.

THE COURT: How was your mother to benefit from this? Was she to get some proceeds out of the funds?

MS. CURTIS: My mother was to benefit from all of the trusts until she passed way.

THE COURT: Okay. And then these five trusts would --

MS. CURTIS: Whatever was remaining would be divided five equal ways.

THE COURT: Surely.

And then your mother died when?

MS. CURTIS: 11-11-11.

THE COURT: Oh, is that right?

And at that time your father was already deceased?

MS. CURTIS: Yes, Your Honor.

THE COURT: So this telephone conference occurred sometime in August of 2010, just about 14 months prior to her death?

MS. CURTIS: It was in October --

THE COURT: October.

MS. CURTIS: -- of 2010.

THE COURT: About 12 months then, 12 or 13 months prior to her death.

And so go ahead and pick up there.

MS. CURTIS: So, anyway, after the phone conference there was really nothing I could do about anything as far as I could tell; and so, things were relatively quiet until in approximately March of 2011 my sister Anita called and said, "oh, we found some Exxon stock that wasn't in the trust; and

so, some of it will be gifted, and then the rest of it, the trust attorneys are going to figure out how to get it into the trust."

And so I received 160 shares of that stock. And I was in conversation with sister Carole and was told that she had received some, but she didn't know how much it was because she hasn't opened the envelope.

THE COURT: Was it your understanding that the 160 shares that you received would have been your one-fifth share? Is that the way it was to be --

MS. CURTIS: That's kind of the way I thought about it. Not necessarily my one-fifth share, but that each of us should receive a like amount.

THE COURT: Sure.

All right. Go ahead.

MS. CURTIS: Unbeknownst to me, my sister Carole received 1,300 plus shares and my sister Amy received over 1,000 shares.

I received 160, Anita received 160; but Anita, as power of attorney beneficiary and trustee, having taken over from my mother in December of 2010, was conflicted and not allowed to accept gifts. So she excused it many months after the fact as being a loan, but she's also not allowed to take loans from --

THE COURT: So was she the person doing the

disbursing of these shares?

MS. CURTIS: Yes, Your Honor, she was.

THE COURT: And she disbursed them in the manner, as you understand it, the way you just described it, giving a couple thousand shares to two of your sisters together?

MS. CURTIS: Uh-huh.

THE COURT: I said "together" meaning added together, and then 160 to you. And what happened, if anything, to do with Carl's share?

MS. CURTIS: He got nothing.

THE COURT: All right. Okay. Go ahead.

MS. CURTIS: So my brother has filed a lawsuit in --

THE COURT: Probate court?

MS. CURTIS: -- state court and also in probate. It's not a lawsuit, but he has filed from probate as defendant executor. And he has gotten pages and pages and pages of information from my sisters in another lawsuit that it was a pre-suit request for depositions to get information in case they were going to file suit.

And they got pages and pages and boxes of information that was not shared with me until March 28th just recently, and this paper here was in some of the documents that they shared with me.

THE COURT: What is the title of it?

MS. CURTIS: This is a computer share. It's a.

Transfer form. And this is page two of three pages of the transfer form.

THE COURT: Transfer form relating to?

MS. CURTIS: The Exxon/Mobil stock.

THE COURT: Okay.

MS. CURTIS: And so, at the top of the page my sister Anita's 160 shares, and the bottom of the page is my 160 shares.

There is two signatures at the bottom of the page. One is on a W-9 portion, and the other is on, my understanding that the money would be reinvested in the account. These signatures are not my signatures; they're forgeries.

THE COURT: Uh-huh.

MS. CURTIS: I would not have seen these if I had not had this shared with me by my brother.

THE COURT: And you didn't authorize anyone to make those signatures for you?

MS. CURTIS: No, I did not. And I have filed a Securities & Exchange Commission complaint as of last week about this.

THE COURT: All right.

MS. CURTIS: And I have not heard anything from them since that time.

I also have two different --

THE COURT: Well, let me ask you before you go further. What did you understand to be the access in the trust or the total trust as opposed to the individual five trusts, let's say? What did you understand the gross assets to be? Is that what you set forth in your petition as being the assets.

In 2010, you show -- I don't know if you have your petition there with you, but you showed in 2010 there was Chevron/Texaco, Exxon/Mobil, Edward Jones and a total of $554,000 more or less in the -- I gather is this in the decedent's account.

MS. CURTIS: Actually, this is my Request For Injunction.

THE COURT: Yes, page 3.

MS. CURTIS: Those are just the net changes.

THE COURT: These are what you're calling losses then?

MS. CURTIS: Yes.

THE COURT: So what is the total of the estate? How many? Several million dollars?

MS. CURTIS: The farm itself is close to $3 million, and everything else when my father passed away was about a million-and-a-half.

THE COURT: So, it's increased in value to about --

MS. CURTIS: By virtue of the farm.

THE COURT: F-a-r-m, farm?
MS. CURTIS: Yes, family farm in Iowa.
THE COURT: That was sold?
MS. CURTIS: No, it was not.
THE COURT: What's on the farm that's increasing these prices? What are they harvesting?
MS. CURTIS: Corn and soybean.
THE COURT: Is that for profit or just simply --
MS. CURTIS: To my understanding we have a lease with the farmer.
THE COURT: Okay. And so lease itself pays a certain amount of money annually or however.
MS. CURTIS: Yes.
THE COURT: Those assets or that money goes into the estate?
MS. CURTIS: I believe so.
THE COURT: And that accounts for some of the increase, as you understand them?
MS. CURTIS: Yes.
THE COURT: All right. So at this point in time, "this point in time" being 2012, there has been a total of 338 or 339,000 in assets removed from the estate, and there is still approximately, as far as you know, three-plus million dollars in the estate?
MS. CURTIS: Yes, Your Honor.

THE COURT: Now, I want to try to close this out just a little bit by asking you: After you received these documents, I gather -- and when you weren't receiving them, obviously, because I recall you filed a suit, and one of the issues was getting your hands on these documents, and you were not able to get those documents until recently, as I understand it?

MS. CURTIS: The first time I received any information was in April of 2012, yes.

THE COURT: Okay.

And since you received those documents, has the fact that you received those documents confirmed what you believe to be improper practices on the part of your, I gather, on the part of your sister Anita?

MS. CURTIS: Yes, Your Honor.

THE COURT: Is she handling this alone?

MS. CURTIS: To my knowledge she is.

THE COURT: All right. So it's between her and however her lawyers are handling this that you are concerned about?

MS. CURTIS: I assume.

THE COURT: And your brother has a ongoing suit presently ongoing?

MS. CURTIS: Yes, Your Honor.

THE COURT: And what is the status as you understand

of that suit, as to how long has it been pending and what is status of that suit?

MS. CURTIS: I'm not exactly sure of the dates of how long it's been pending. I think since sometime in February of 2013.

THE COURT: Okay. So several months, but not very long.

MS. CURTIS: Right.

THE COURT: And is he able to get up and about?

MS. CURTIS: Yes.

THE COURT: Where is he now?

MS. CURTIS: At home, I would assume.

THE COURT: And have you communicated with him regarding what his approach is?

MS. CURTIS: Yes, Your Honor. I have.

THE COURT: And, of course, you have not joined his lawsuit?

MS. CURTIS: No, I have not.

THE COURT: And he has not joined in your lawsuit?

MS. CURTIS: No, he has not.

THE COURT: Does he have an attorney?

MS. CURTIS: Yes, Your Honor, he has.

THE COURT: Okay. I gather you now know that some state court, some county court or probate court, someone did something, I gather, to give Anita some authority that you

did not know she had. Is that what you have come to the knowledge of?

MS. CURTIS: I have come into the knowledge that the purported successor/co-trustees are in fact imposters because the documents that made them successor/co-trustees have digital alterations on them; they have anomalies on the signature pages. I have two different signature pages for the qualified beneficiary designation that were sent to me on two different occasions.

THE COURT: Now, whose signatures would be necessary from your perspective to permit her to go forward? This qualified beneficiary designee, this was supposed to be Anita now?

MS. CURTIS: It was supposed to divide the estate into five different personal asset trusts. Carole, Amy and Anita were going to be trustees.

THE COURT: This was a part of you-all's discussion on the telephone conference as to how this was supposed to work?

MS. CURTIS: Well, I wanted to know how it would put into place in the first place because I never received any notice that this was being contemplated.

THE COURT: Okay.

MS. CURTIS: And come to find out months after the papers were allegedly signed by my mother, my personal asset

trust and my brother Carl's were put under the control of Amy and Anita.

THE COURT: On what authority or what basis.

MS. CURTIS: I don't know. I don't know.

THE COURT: Okay.

And what happens then or what is happening to those assets?

MS. CURTIS: They're spending them.

THE COURT: Okay. She, Anita, has authority and can spend those proceeds --

MS. CURTIS: Yes, Your Honor.

THE COURT: -- based upon what? Is she considering herself the qualified beneficiary designee or something?

MS. CURTIS: She is considering herself a successor/co-trustee.

THE COURT: Successor/co-trustee.

MS. CURTIS: In place of my mother. She did most of the theft while my mother was still alive when she was acting with my mothers power of attorney. My mother supposedly resigned as trustee on December 21st, 2010, and my sister accepted successor/trustee. And my sister's also a beneficiary, so she's got a conflict of interest there.

THE COURT: So since 2010 you are not aware of, I gather you're saying you're not aware of the division of the estate at least designating your portion as being your full

one-fifth of the estate?

MS. CURTIS: I have never received a notice.

THE COURT: You are not aware that that has been done. In other words, you don't know that that has been done?

MS. CURTIS: No, I do not.

THE COURT: And you're not in charge of that, those assets?

MS. CURTIS: That's correct.

THE COURT: And so here's my question: What is it that you're seeking by this lawsuit?

MS. CURTIS: I am seeking that my sister and those who have received unfair distributions to return the money.

THE COURT: Okay.

MS. CURTIS: I would like them to pay back all of the interest that was lost on the securities that were cashed in during that 15 months and spent, diverted to other things.

THE COURT: All right.

MS. CURTIS: And I would like it to be divided five ways and for the five beneficiaries to go their separate ways.

THE COURT: And what have you been told, if anything, even today, if anything, that has prevented this from happening?

MS. CURTIS: I have been told nothing.

THE COURT: And you've talked with their counsel, have you not?

MS. CURTIS: Yes, I have.

THE COURT: And did you ask him about these questions or did you put these questions to him?

MS. CURTIS: No, I did not.

THE COURT: What were you asking? What was the nature of what you all were trying to accomplish as far as this injunction is concerned?

MS. CURTIS: We were trying to come up with a reason why we would not go forward with the injunction hearing. And I had five or six other alternative ways of resolving this. And he left the room to speak to his clients, and they would not agree to them.

THE COURT: What are you seeking now? What are those ways that you are seeking, and what is it that you want to happen here today?

MS. CURTIS: I wanted to have an independent trustee appointed.

THE COURT: All right. And that was refused.

Okay. What else?

MS. CURTIS: I wanted to know who, if any, special co-trustee was appointed as per this qualified beneficiary designation.

THE COURT: I'm sorry. Say that again.

MS. CURTIS: There was provision in the qualified beneficiary designation for a special co-trustee or a trust protector; and so, I suggested that maybe the trust protector take it over as the trustee.

THE COURT: All right. Okay.

MS. CURTIS: And the other reason was just similar to that. The Court could appoint an independent trustee who the defendants would have to obtain approval for any of their actions.

The Court could enjoin the trustees from acting without approval of the Court or express written approval from all five beneficiaries.

The Court could enjoin trustee from acting unless and until they can show they're in possession of authentic documents by submitting the documents purportedly signed on August 25, 2010 and December 21st, 2010 for a forensic analysis because the copies that we have have all been digitally altered and the signatures are fake.

THE COURT: Okay.

MS. CURTIS: I also asked originally if I could please know the identification and contact information for the trust protector, and I was told that the provisions for the trust protector were at section such and such in the qualified beneficiary designation, but I didn't get a straight answer.

THE COURT: So there is a document called "qualified beneficiary designation"?

MS. CURTIS: Yes, Your Honor.

THE COURT: And you do or do not have a copy of that?

MS. CURTIS: I do have a copy of it but not with me.

THE COURT: And you have been told that in -- when were you told this, today? When were you told where this provision about the special protector or co-trustee protector was located?

MS. CURTIS: In early 2012.

THE COURT: And you were told where to find it?

MS. CURTIS: I was told where to find the provisions, but I asked for the identity.

THE COURT: Okay. The identity of that person has not been given to you?

MS. CURTIS: That is correct, or if there even is.

THE COURT: If there is such a person.

All right. So that's what you're seeking in terms of your request for benefit -- for the injunction today; is that correct?

MS. CURTIS: Yes, Your Honor. I'm seeking that we stop the bleeding until we can get to the bottom of it.

THE COURT: Have you received any funds from the trust since 2010? I'm talking about since the death of your

mother.

MS. CURTIS: No, Your Honor. I have not.

THE COURT: You have made it known to -- have you communicated with your sister -- that's Anita, I believe -- about that?

MS. CURTIS: I am not allowed to speak to Anita --

THE COURT: Why not?

MS. CURTIS: Except through her attorneys.

THE COURT: Well, that's untrue. That's your sister.

MS. CURTIS: Well, that's the way I feel about it, but I'm told I'm not allowed to speak to them, and they won't talk to me.

THE COURT: Who told you this? Who told you this, that you can't contact her?

MS. CURTIS: I inferred that from --

THE COURT: Did she tell you that, is what I am asking?

MS. CURTIS: No. She didn't tell me that because she hasn't spoken to me.

THE COURT: Well, have you tried to speak to her?

MS. CURTIS: Yes, Your Honor, I have.

THE COURT: What happens when you try to speak to her?

MS. CURTIS: I call. She doesn't answer. I leave a

voice mail, she doesn't call me back.

The same thing happened with my other sister Amy. I called and left a voice mail. She did not return my call. This was more than a year ago.

THE COURT: So they refuse to speak to you about this is what you are saying?

MS. CURTIS: Yes, Your Honor.

THE COURT: Go ahead and have a seat. Thank you.

Counsel.

MR. VIE: Yes, Your Honor.

THE COURT: Why can't you come to some accommodation?

MR. VIE: Here's the situation. I just want to give you a little bit of background so that you understand in terms of the exhibits I put before you.

THE COURT: I don't have any exhibits yet. Well, some paper put up here.

Oh, the list. I see.

MR. VIEW: Yes, sir.

THE COURT: I haven't read these.

MR. VIE: Just to provide some assistance in answering your question, Your Honor. Exhibit 1 is a 60-or-so page document. That is the family trust document.

THE COURT: All right.

MR. VIE: And on page 1 of the document it says that

her father and mother had created a trust, it's an irrevocable trustee, and that the initial trustee shall be Anita Kay. So, Anita is the trustee under this document.

Because you heard a lot about this qualified beneficiary designation.

THE COURT: No. I heard about the co-trustees.

MR. VIE: So I wanted the Court to understand that this document --

THE COURT: Let me ask so we don't go down a rabbit trail. Was there a point in time when Carl was the co-trustee?

MR. VIE: I'm sorry?

THE COURT: Was there a time when Carl, the brother, was the co-trustee?

MR. VIE: I don't know if that -- I don't know with respect to this document if that's correct or not.

I understand that at one point there was a communication from the mother where she considered other family members serving in her role. But the documents that I have given you, the second exhibit that I have given you is where with respect to the mother's living trust while she was alive, she decided to have Anita appointed as her successor trustee instead, and then they created this certificate of trust.

THE COURT: That would have been relative to the

entirety of the irrevocable trust or was it simply her portion of the assets?

MR. VIE: It was with respect to the living trust that was created when she --

THE COURT: No, no, no. Here's what I am saying. The father is now deceased.

MR. VIE: Yes.

THE COURT: His wife entered into a irrevocable trust, and either he leaves all of you that in the trust to her benefit or his share goes into some other, goes into a trust for the children at that point.

So what happened?

MR. VIE: The father and mother created the irrevocable trust, which I have identified as Exhibit 1.

THE COURT: Okay.

MR. VIE: When the father died, his assets went into this living trust where their mother had assets to the living -- there was a sub trust created, a successor trust and a decedent's trust. The mother had that.

THE COURT: So she has all of the assets at that point?

MR. VIE: Yes. And the mother was able to make gifts and did make gifts to a number of the family members. So when the plaintiff was referencing the $13,000 gift that she received and the others, these were gifts that her mother

while alive had directed. And my client Anita, as the successor trustee under this appointment, Exhibit 2, would make those transactions occur. But these were gifts from the mother.

And then the mother dies, and this irrevocable trust --

THE COURT: And did the mother die, according to what Ms. Curtis is saying, in December more or less, I guess?

MR. VIE: November of 2010, Your Honor.

THE COURT: November of 2010, okay.

MS. CURTIS: 2011.

THE COURT: 2011.

MR. VIE: 11-11-2011.

THE COURT: Right.

MR. VIE: After that point, then Anita as trustee prepares a schedule of the estate, the context of the mother, and that money was going into the family trust; and that's one of the exhibits that she's attached.

THE COURT: Well, wait a minute. What money is going into the family trust? Because now this trust, the trust that exists that is handling all this is the mother's living trust, right?

MR. VIE: No, Your Honor. When she died, the living trust no longer exists.

THE COURT: Oh, obviously.

But before that, all of the assets were going into the living trust for the mother.

MR. VIE: Right.

THE COURT: And now the mother dies in November of 2011, and then what happens?

MR. VIE: Then we have the family trust, and there is created again a sub trust of a survivor's trust and the decedent's trust.

THE COURT: And the family trust now reverts back to the irrevocable trust?

MR. VIE: Yes, Your Honor.

THE COURT: And in the irrevocable trust or in that trust there is a provision that says how those, how that trust is to be divided into five distinct trusts for the children?

MR. VIE: My understanding is that there is a document under this complicated plan by which each of the individual beneficiaries, the five children, the four daughters and the son, they would have these asset trusts. Those trusts have not been created.

THE COURT: Well, I am asking whether or not as a part of the -- as to your understanding, you have read it, is that a part of what the family trust required as far as you know? You said there's a document like it's some separate thing.

MR. VIE: Well, there's a -- I understand, Your Honor.

It's a rather long document. I understand and agree we are that the conclusion of this trust now at this point is to divide the assets to the five beneficiaries, and then each of their assets go into these asset trusts.

THE COURT: Separate and distinct from each other and for the benefit of each of the designated beneficiaries.

MR. VIE: Yes.

And as the plaintiff suggested, I believe the situation is that her trust, for example, she is not a trustee. One of her siblings is the trustee.

THE COURT: Even after it's divided off and given to her?

MR. VIE: Yes. And in these asset trusts, other members --

THE COURT: So someone who has a trust, like Anita herself, would have her own separate and distinct assets?

MR. VIE: Yes, sir.

THE COURT: And she'd be in charge of her own assets?

MR. VIE: No, no. There would be -- somebody else would be the trustee.

THE COURT: Of all of these five trusts?

MR. VIE: Yes -- no, of each.

THE COURT: Who is "someone else?" I mean --

MR. VIE: Well, for example, Carl's could be Anita and Amy's could be Carole.

THE COURT: But the documents say how this happened, though.

MR. VIE: These trusts have not been created yet. There has been no distribution.

THE COURT: I understand that. You are telling me that, but I am trying to find out whether or not the creation of these trusts require these beneficiaries to have someone else in charge of their money.

MR. VIE: That is my understanding. And she can correct me if I am wrong, and my clients can correct me as the trustees if I'm wrong.

THE COURT: So Anita -- somebody would be in charge of Anita's?

MR. VIE: Yes. That's right.

THE COURT: And then somebody else would be -- and Anita would be in charge of somebody else's?

MR. VIE: That's my understanding.

THE COURT: And these kids -- and they're not kids anymore, but these five siblings would be at each other's throats for the rest of their lives because --

MR. VIE: No. They'd each have their own --

THE COURT: Well, no. They got them, but they're

not in charge of it, is what I understand.

MR. VIE: All right.

THE COURT: That's what I am trying to say. In other words, I'd have to call my sister to get my money.

MR. VIE: What I know about the asset revocable -- the asset trust is they have not been created yet.

As the Court heard, there are two lawsuits. There is this lawsuit and there is her brother's lawsuit. We are not parties to her brother's lawsuit. Her brother's lawsuit is brought in his capacity as the executor of his father's and mother's estates. It's in Harris County District Court. We're not parties to it.

THE COURT: Well that would be either the product of a will being probated --

MR. VIE: Yes, sir.

THE COURT: -- or it would be the product of an intestate proceeding. Which is it?

MR. VIE: The will has been probated.

THE COURT: So there is a will probate separate and apart from the trust?

MR. VIE: Yes, Your Honor.

THE COURT: And how does that overlay on the trust since all of the assets are in the trust?

MR. VIE: Well, I don't know that it overlays; but what I am trying to suggest to the Court is: One, since the

mother died, there has been no distributions to anyone, not --

THE COURT: I get that. I am trying to figure out --

MR. VIE: Since you haven't seen the distribution, I wanted the Court to understand that no one has.

THE COURT: But somebody got some money out of it or there has been a loss in value to the trust itself.

MR. VIE: She says that the stock that was invested with the brokerage houses may have lost money, is one of the things that she suggested in her motion.

THE COURT: Right.

MR. VIE: My point was to suggest that there has been no distributions since the mother died from the trust that Anita is the trustee for to anyone.

THE COURT: And you said the one that Anita is in charge of. What is Anita in charge of?

MR. VIE: Exhibit 1.

THE COURT: Okay. The entirety?

MR. VIE: Yes, sir.

THE COURT: That's what I am trying to get to.

MR. VIE: Yes.

THE COURT: Okay.

MR. VIE: And it's unlikely there will be any distributions until both this suit is resolved and her

brother's suit that he brought.

THE COURT: Well, this suit might resolve it. That's not their concern.

But what I am trying to find out is whether or not in the -- the question I was trying to get back was in the Carl's suit, I guess in probate court, whether or not that suit, which did not come up in the responses in the way that I understood it, whether or not that suit that impact whether or not this Court should be proceeding with this trust.

MR. VIE: No, Your Honor.

THE COURT: So it's separate and apart since the probate's completed.

MR. VIE: The probate has been filed. The suit is brought by him in his capacity as executor.

THE COURT: Is he without bond and independent?

MS. CURTIS: Yes.

MR. VIE: He's an independent executor. He is bringing the suit against the attorneys.

THE COURT: So he doesn't need to do anything else other than file it and do this accounting and all of that and then do whatever the will tells him to do.

MR. VIE: The litigation that he has brought is against the attorneys that created these trusts.

THE COURT: That's not even -- that's separate and

distinct from this lawsuit.

MR. VIE: Okay.

THE COURT: And it's separate and distinct from the estates because that's a malpractice lawsuit.

MR. VIE: Yes, sir.

THE COURT: Okay. So I am not concerned about that at all.

I was trying to make sure when he brought his suit, he was not simply arguing that somehow Anita had finagled her way into this position and she had squandered certain assets and then we've got these parallel lawsuits.

MR. VIE: I understand, Your Honor. And that was my point as well was to let you know that we are not parties to that litigation, it's not a claim in that litigation as the claims are --

THE COURT: And neither is the plaintiff here a party to that litigation.

MR. VIE: That is correct, Your Honor.

THE COURT: Okay.

So, the only suit that's pending dealing with the assets of these parent's estate is this lawsuit.

MR. VIE: Yes, Your Honor.

THE COURT: All right.

So what the plaintiff is saying on page 3 of her petition having to do with the December dates of 10, 12

and so on and what she considered to be "losses of the estate" are losses that I gather are decreases in assets that would be attributable to movement in the market.

MR. VIE: That is the specific. And, Your Honor, you are referring to the complaint or to the motion that has been filed for temporary relief?

THE COURT: I'm looking at the motion right now. That should be Instrument No. 35.

MR. VIE: Yes. With respect to that, there is an argument being made there that there has been a loss and it is the result of the investment of the securities.

THE COURT: You made a comment earlier that until the other lawsuit and this lawsuit is resolved. That lawsuit has nothing at all to do with the resolution of this estate.

MR. VIE: Well, I --

THE COURT: I'm telling you that.

MR. VIE: Okay.

THE COURT: There is nothing that should -- there is nothing going on in Carl's suit that prevents these parties from following what they have been instructed to follow in the trust document.

MR. VIE: Okay. I understand if that's the Court's direction.

THE COURT: Is there something that I am missing?

MR. VIE: Not that I am aware of, Your Honor.

THE COURT: That's a malpractice suit. And they get some money out of it, either he gets it or maybe he distributes it among his brothers and sisters, but it doesn't have anything to do with the distribution of this estate.

MR. VIE: My understanding -- the reason that I understood the case to be differently is that I understood that the purpose of the litigation that he had brought in state court was claiming that the attorneys who created these trusts had done so improperly so that we were in a situation in which we are here before this Court, and the Court is suggesting we should wind this thing up and distribute to all the beneficiaries.

THE COURT: It's going to be wound up. It's going to be wound up in this court.

Here's what I'm suggesting. I am suggesting that this will not become a feast and famine, feast for the lawyers and famine for the beneficiaries in this Court where we are sitting around churning the time out and the parties are charging out of that lawsuit, defense of that lawsuit, which you are not doing, apparently, unless -- are you the lawyer that created the trust?

MR. VIE: No, Your Honor.

THE COURT: So that's a separate law firm.

MR. VIE: Yes, Your Honor.

THE COURT: Yeah. So there is no reason for you to

be or your firm to be involved in the expenditure of that, of monies out of that lawsuit.

MR. VIE: And we aren't, Your Honor.

THE COURT: And there is no reason for Ms. Curtis to be concerned about spending money out of her assets for that lawsuit.

MR. VIE: Understand.

THE COURT: So, you can distribute what you got whether you get some more or not. It doesn't require -- this is not a probate where you got to gather everything together because everything is together.

MR. VIE: Okay.

THE COURT: The entire estate is together.

MR. VIE: Yes, Your Honor.

THE COURT: And if there is a lawsuit, and it's questionable whether or not Curtis has a lawsuit or not because he wasn't the creator and the payor for that creation of that trust.

So, the point I am making is, obviously he had no contractual relationship with the firm, and it's going to be seriously flawed -- seriously difficult for him to sue for malpractice when he wasn't -- when there is no attorney/client relationship.

MR. VIE: Understood, Your Honor.

THE COURT: So, the point I'm getting to here is

under this trust that is situated here, what my plaintiff, Ms. Curtis, I believe is saying is that she is, these assets are not being distributed, and she's of the opinion that there is something untoward going on, whether that's true or not.

MR. VIE: Yes, Your Honor.

THE COURT: And that there is no reason why she should be standing out in the field trying to get information about this trust and the distribution of these assets when she is equally entitled to any and all information just like Anita or anybody else.

MR. VIE: I understand that.

THE COURT: So, what is it then that prevents these parties from right now settling this suit?

MR. VIE: From settling it?

THE COURT: Yes. All they got to do is distribute the assets.

MR. VIE: Two things, Your Honor. And it's just my observation, because obviously the Court does not have to agree with me.

THE COURT: Sure.

MR. VIE: I provided the underlying documents that support the schedule that the plaintiff has attached to this motion for temporary relief. I have given her yesterday, in response to her request for production, some 5,000 pages.

She has told me that she wants to examine those, all of those underlying documents, stock transfers, checks and everything else.

You have heard from the plaintiff that she believes this very instrument is false.

THE COURT: "This very instrument" meaning the family trust?

MR. VIE: Family trust. That it's a forgery or that documents have been forged.

And I have offered, in response to the request for production, to make the originals, which I understand the trust attorney, those attorneys in the other lawsuit, to make those available for inspection and copying so that she can see them and satisfy herself that the underlying trust is in fact a legal and appropriate trust.

THE COURT: Okay.

MR. VIE: So that was one of the --

THE COURT: And that the signatures have not been forged or at least they're original signatures.

MR. VIE: Yes. In other words, one problem of trying to settle the disposition of the trust today is that the plaintiff disputes the accuracy of the accounting and the accuracy and legitimacy of the trust.

THE COURT: Right.

MR. VIE: And so, that was one issue.

The second issue, respectfully, is that I understood that given that the Harris County litigation contested the accuracy and validity of the trust, that again there was a risk of inconsistent positions if we were to treat the trust as valid and fund this while they litigated over in Harris County.

THE COURT: They don't have jurisdiction over there. I do. That's what the circuit court has told me. And that's the part that you said I might disagree; and you're right, I do.

I would not sit here and wait on somebody Harris County to figure out whether or not they have jurisdiction over an issue, which they do, but they don't have jurisdiction of the assets.

MR. VIE: I wasn't thinking as much of the jurisdiction, Your Honor, as I was thinking of the risk of inconsistent judgments. In other words --

THE COURT: Not if I get it resolved, there won't be any inconsistent to resolve.

If they get it resolved, then it probably won't be inconsistent because I'm obligated and then obliged to follow at least theoretically the findings of any court of competent jurisdiction.

MR. VIE: Yes, Your Honor.

And the third issue, which I don't think would

give the Court pause but is something I thought of, is the fact that all the beneficiaries are not parties to this litigation.

THE COURT: That won't bother me at all because I do have authority and jurisdiction over the person who you tell me has the duty and the responsibility to act.

MR. VIEW: So those are my --

THE COURT: That's it.

So, I want this resolved within 90 days. And if I have to appoint a trustee or somebody to handle this and get it done, I'll do it. It will cost the estate. And if I find that there has been mischief, it is going to cost individuals. And that will be a separate and distinct hearing.

So what I am telling the parties, and I am saying to you and to all those who have ears to hear, that this matter is going to get resolved. It's not going to turn into one of these long, drawn-out episodes like the ones we see on TV that go on for years where lawyers make money and people walk away broke.

MR. VIE: Yes, Your Honor.

THE COURT: Who is doing the accounting in this process? Has anybody put their arms around the assets and made any accounting at all?

MR. VIE: There is a CPA in Iowa that prepares the

tax returns each and every year for the estate, and we are getting --

THE COURT: How they get in Iowa? Is that where the family was from originally?

MR. VIE: The parents, yes, Your Honor. And the farm, as you heard, is in Iowa.

THE COURT: Okay.

MR. VIEW: And so, there is a CPA who has been involved throughout this period and files the trust income tax returns, and he is available.

MS. CURTIS: I object to that.

THE COURT: Hold on.

Go ahead.

MR. VIE: I think I have answered the Court's question.

THE COURT: Yes.

MR. VIEW: And would have the most, would have the best familiarity beyond --

THE COURT: How much money does he generally charge for his annual -- I guess he does his annual filings of reports. Is this something that's pretty cursory or --

MR. VIEW: I'm sorry. And there is a distinction. The documents that are attached as the schedule in that accounting that are attached to the motion that has been filed for injunctive relief, temporary schedules.

THE COURT: Those were prepared?

MR. VIE: By the defendant, by Anita in her capacity as trustee.

THE COURT: Okay.

MR. VIEW: I was responding to the Court's question in terms of who's the best person that could get their hands around it and that type of thing.

The CPA in Iowa obviously has to know all of the information available to the trust so that he can file the tax returns. He also pays and makes sure that the profits --

THE COURT: Then that might not be a good thing for me because I don't have jurisdiction over him.

MR. VIE: Okay.

THE COURT: But what I wanted to know was whether or not there was a person here locally, since I believe the defendants are here locally. They don't have a local CPA who is in charge of the estate.

MR. VIE: That's correct, Your Honor.

THE COURT: That would be Anita herself.

And then as far as the tax returns and all that annually which goes on, whether you got money or not, that would be done by the accountant in --

MR. VIE: Sioux City, Iowa.

THE COURT: Yeah, in Iowa.

And excuse me. What were you about to say? You disagree with what, Ms. Curtis?

MS. CURTIS: I disagree with allowing Rick Rickers, who is --

THE COURT: Is that the attorney?

MS. CURTIS: -- our cousin. He's the accountant in Iowa.

THE COURT: He's your cousin?

MS. CURTIS: He's our cousin.

THE COURT: Okay.

MS. CURTIS: He is also apparently the manager of the farm, and he began to file the tax returns --

THE COURT: I've already said probably enough to give you some pause, to allay those concerns. But these are other reasons why he should not be doing accounting. He has a conflict of interest.

MS. CURTIS: One reason why he should not be doing the accounting is because I have reason to believe that the farm lease, taking it away from the buyers, who were my father's very close friends, was notarized with a signature that was not my father's. I have not been able to look at that yet. I only have emails that purport that, but I would like to get copies of those.

THE COURT: Let me address a couple of things.

First of all, when we don't have information,

we can imagine a lot of things that may or may not be true, Okay?

MS. CURTIS: Yes.

THE COURT: That could be. I mean, all kind of thoughts and ideas go through our head when they don't have the information.

Here's what this Court cannot do. This Court cannot chase after each of your concerns. You have got enough money, you can hire anybody you want to do any kind of investigation you want done.

What I intend to do based upon the mandate from the circuit court is to try to address the concerns that you have. And they just can't be accusations, and I don't have any interest -- when I say I don't have any interest, I have an interest in outcomes, but I don't have an interest in the case so that I'm supposed to be doing things that would accomplish something for you except upon your filed documents. It's in your best interest, and I think I talked to you on the phone conference --

MR. VIE: Yes.

THE COURT: -- with both of you on the phone as well, that really this is not a matter that you should be trying to handle yourself. You should hire an attorney to do it for you, or at least part of it for you.

Now, I believe that it's in the Court's best

interest to preserve the assets of the estate and to bring to a point a going-forward process that this Court appoint someone to do an accounting of the assets and then make that accounting to the Court.

Now, you don't have to agree with me, but it's going to be an accounting of what the assets are. Whether something has been taken or mismanaged or mishandled is not going to be a part -- that's not the kind of accounting that's going to go on here.

What is, and that is what's invested, where it's invested and how it's invested is going to be the Court's concern. Once that accounting is in place, the question is whether or not the Court is going to be required or whether or not Ms. Brunsting will go forward in her capacity or not.

If she fails, then the Court will direct or put someone else in that position to do that, to move into this area or division so that the assets can be distributed or whatever beneficiaries. That's where I am in this case, and that's where the circuit court I believe has me. So I think it's in all of our best interest to appreciate this process.

In light of that, the Court is of the opinion that there are no expenditures that should be made unless they're made upon the approval of the Court. So, in other words, if Mr., up in Utah --

MR. VIEW: Iowa.

MS. CURTIS: Rickers in Iowa.

THE COURT: Mr. Rickers needs to pay the farmer. We used to call those sharecroppers sort of. It's a kind of a sharecropper thing where someone comes in farms the land and you get a percentage of it. If Mr. Rickers and the sharecroppers and others need to pay out bills and things, they should be petitioning the Court for that. That's where we are now.

We're at a point where I'm going to have to take charge in order to make sure that what I am doing has sanctity and has, well, trust going forward. What I am going to do is simply to try to make sure that the parties are all going to have equal standing and footing in this process. So that's part of what I am going to do. I'm going to enter an injunction in that regard.

Now, anybody who claims they want to bill the estate for something, whether it's lawyers or not, I am concerned about whether or not your bill should be paid by the estate because of this circumstance.

MR. VIE: I understand.

THE COURT: If the parties are going to agree, if the parties are going to come together and agree that your fee should be paid, then we should then move to a situation where we have a mediator in place or a designee in place who

will then make sure that if Ms. Curtis needs counsel, she can get that. That equally would be paid out of the estate.

It would not include Curtis because I am not going to be involved in the litigation of whether or not this is a good trust or not. I'm going to presume that it's a good trust, and I am going to go forward from there. If Curtis proves otherwise, he can get that money from the lawyers, and that would be certainly to his advantage or benefit.

MS. CURTIS: Are you talking about my brother Carl?

THE COURT: Yes. I said Curtis. I meant Carl. I apologize. You can see I'm struggling here.

MS. CURTIS: Too many C's.

MR. VIE: For the record, is it 90 days, Your Honor?

THE COURT: Yeah. I said we should try to wrap this up in 90 days, but I believe that if I appoint -- and you can suggest someone. I don't know if you know someone. Just give me a couple names. If not, I will designate someone to do this and enter an order to that effect.

It may be that because of the lack of trust that it may not need to be, unless both of you are designating somebody that you can agree upon, it may be better for me to have some person independent of the sides unless you all can agree upon the person or firm that should take care of this business.

MR. VIE: So we will get together and try to arrive at an agreed CPA that could provide the accounting the Court requests.

THE COURT: Sure. And we have a lot of them here in Houston just like we got -- I don't know anybody in California, but I want somebody I have got some jurisdiction over.

MR. VIEW: So if we're unable to do so we'll notify the Court we were unable to reach an agreement?

THE COURT: Sure. And you need to do that by the end of the week.

MR. VIEW: Yes, Your Honor.

THE COURT: You are going to be here what, today?

MS. CURTIS: I leave at 4:00 o'clock.

THE COURT: 4:00 o'clock today. Well, then you need to talk fast and see if you all can agree. Maybe you should talk over lunch. That way you can kind of size each other up. Eating together sometimes brings out good things.

And so, if you will do that by the end of the week, I will then prepare an order entering a temporary retraining order against the expenditure of any funds. Notice will be not just to you but to you in terms of Anita because I think she holds the purse in this situation. If there is any money to be paid to anybody up in Utah or anyplace else, she would be person who would authorize it or

do it.

The accountant isn't do it, as I understand it, right?

MR. VIE: No. He is just preparing the necessary documents.

THE COURT: Right. So the purse strings here in Houston, she can certainly prepare through you whatever documents are necessary for parties to be paid.

MR. VIEW: Yes, Your Honor.

THE COURT: And then hopefully that report can get done in 30 or 40 days, and then we can have a hearing. If there is some dispute about summary areas of the report, we can have a hearing about that. If there is a memorandum or recommendation as relates to how to go forward with this "asset trust," that is the distribution, we can do that.

If the parties can reach an accommodation as to how those assets ought to be dealt with, how silent a trust and they all sign off on it, we can do that. It's just a matter of how you want to do it. The trust is not going to control unless you want it to control at this point.

MR. VIE: Yes, Your Honor.

THE COURT: Under the circumstances, it seems to me there's going to be a continuous bickering and mistrust.

Anything else?

MS. CURTIS: No, Your Honor.

MR. VIEW: No, Your Honor.

THE COURT: Let me have Ms. Anita Brunsting come forward.

Good morning. Did you drop something on your foot?

MS. BRUNSTING: I broke my foot.

THE COURT: Raise your right hand.

Do you solemnly swear or affirm that any testimony you will give in this case will be the truth, the whole truth, nothing but the truth so help you God?

MS. BRUNSTING: I swear.

THE COURT: You've heard the discussion here in the courtroom, have you not?

MS. BRUNSTING: (Indicating in the affirmative.)

THE COURT: And I know that you have got counsel, and you can speak with him about the implications and concerns that the Court has about making sure that the assets are accounted for. And you certainly can work through him on any matters that you need to address to the Court. And, of course, counsel understands that he is to communicate both with the Court and with Ms. Curtis on any matters that he is presenting to the Court.

Is there any question about anything I have said -- I don't mean disagreement because you can certainly disagree with me about anything -- but is there any question

that you might have about anything I've said that you need me to answer, or certainly you have your attorney present.

MS. BRUNSTING: I need the trust account to pay. I've got the forms from the CPA. Can I move forward on that?

THE COURT: I think you should probably file a short motion and simply serve a copy of it on opposing counsel, Ms. Curtis, and forward it with a short order to me, and that wouldn't be a problem. This should be based upon the tax forms.

MR. VIE: Yes, sir.

And in terms of notice to the Court -- I'm sorry, not notice to the Court, the Court directing notice, do I notify the other beneficiaries?

THE COURT: Absolutely.

MR. VIE: Okay.

THE COURT: Even though they're not a party, they are beneficiaries and we should keep them in the loop.

MR. VIEW: I just wanted to bring that up.

THE COURT: Yeah. Should be in the loop because it doesn't make sense for us to have to go back and pull them forward a month.

MR. VIE: I will prepare appropriate submissions for payments that I would like. If the Court will approve it, then the trustee will make the payments.

THE COURT: Are these to be paid on or before April

15th or is there another cycle?

MS. BRUNSTING: No, by April 15th.

THE COURT: All right. So either they will get to me on Thursday or whatever, and I'll sign off on them, on the motion and the order, and that shouldn't be a problem.

You are not going to have to liquidate any assets to deal with that, are you?

MS. BRUNSTING: No. We have a checking account with enough that I can pay it.

THE COURT: Right.

MS. BRUNSTING: What about any incoming? The farm is rented, so we get a check twice a year.

THE COURT: Your function and role is to make those deposits as they come in.

MS. BRUNSTING: So I can continue to deposit them?

THE COURT: Continue depositing. All I am trying to do is control the outgo. What comes in as an expense is what counsel needs to see, and they have a proper and appropriate motion.

And if these things come in -- if this is a once a month kind of sit down and write out the bills kind of thing, then that's the way he should probably handle it. At some point just sit down and you prepare a list of things that you need to have done and certainly provide the forms or whatever you need.

MR. VIE: Yes, Your Honor.

MS. BRUNSTING: Okay.

THE COURT: All right. Thank you very much.

All right, counsel. That's all I have. And I'll prepare an order and get it out perhaps by tomorrow afternoon. There should not and in my opinion will not need to be a bond posted. These are parties of equal status as it relates to the assets, so no bond is going to be required.

I think, Ms. Curtis, you need to follow my advice. At some point consider getting an attorney, someone you trust to work with you, all right.

Okay. Thank you very much.

MR. VIE: Thank you, Your Honor.

(Conclusion of Proceedings)

CERTIFICATION

I, Fred Warner, Official Court Reporter for the United States District Court for the Southern District of Texas, Houston Division, do hereby certify that the foregoing pages 1 through 53 are a true and correct transcript of the proceedings had in the above-styled and numbered cause before the Honorable KENNETH M. HOYT, United States District Judge, on the 9th day of April, 2013.

WITNESS MY OFFICIAL HAND at my office in Houston, Harris County, Texas on this the 5th day of August, A.D., 2013.

Fred Warner, CSR
Official Court Reporter

Exhibit 16

Notice of Filing of Injunction and Report of Master

DATA-ENTRY
PICK UP THIS DATE

FILED
2/6/2015 10:56:10 AM
Stan Stanart
County Clerk
Harris County

20150206010134 Pg:8 08:56:39 AM 2/6/2015

PROBATE COURT 4

CAUSE NO. 412,249-402

IN RE: ESTATE OF	§	IN THE PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

NOTICE OF FILING OF INJUNCTION AND REPORT OF MASTER

TO THE HONORABLE PROBATE COURT:

COMES NOW, Plaintiff, Candace Louis Curtis, and files certified copies of an Injunction and Report of Master and would show the Court as follows:

1.

Plaintiff originally filed her Original Petition in the United States District Court for the Souther District of Texas, Houston Division, under Civil Action No. 4:12-CV-592. On April 19, 2013, the United States District Court entered a Memorandum and Order Preliminary Injunction in which it found that Anita Kay Brunsting and Amy Ruth Brunsting as Trustees had failed to act in accordance with the duties required by the Trust and enjoined them from disbursing any funds from any Trust accounts without prior permission of the court. *See* Ex. A, Memorandum and Order Preliminary Injunction. In that same order, the court determined to appoint an independent firm or account to gather the financial records of the Trust(s) and provide an accounting of the income and expenses of the Trust(s) since December 21, 2010. *See* Ex A, Memorandum and Order Preliminary Injunction. Ultimately court appointed CPA William G. West filed his Report of Master dated July 31, 2013. *See* Ex. B, Report of Master.

2.

On May 15, 2014, the United States District Court entered an order transferring Civil Action 4:12-CV-00592 into Harris County Probate Court Number Four, Cause Number 412,249. *See* Ex.

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C, Remand Order. That Order Granting Remand specifically provided that all ordered rendered by the United States District Court would carry the same force and effect the remand that they would have had if a remand had not been ordered. *See* Ex. C, Remand Order. This Court accepted the United States District Court Order of Remand June 3, 2014. *See* Order of Transfer, Court's file. As such, this Court has accepted the Injunction entered by the United States District Court.

3.

Plaintiff now files Exhibits A and B to make them part of the Court's record, having already been accepted via the May 15, 2014 and June 3, 2014 Remand and Transfer Orders.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Candace Curtis respectfully prays for such further relief to which she may show herself justly entitled.

Respectfully submitted,

ostrommorris, PLLC

BY: _____

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02120151:1839:P0004

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served in accordance with Texas Rule of Civil Procedure 21a on the following on the 6th day of February, 2015:

Ms. Bobbie Bayless
2931 Ferndale
Houston, Texas 77098
713.522.2224
713.522.2218 (Facsimile)

Ms. Darlene Payne Smith
1401 McKinney, 17th Floor
Houston, Texas 77010
713.752.8640
713.425.7945 (Facsimile)

Mr. Bradley Featherston
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Houston, Texas 77079
281.870.1124
281.870.1647 (Facsimile)

Jason B. Ostrom/
Nicole Sain Thornton

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02/20/2015 08:58 [illegible] 037

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Exhibit A

02102015:0838:P0138

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

TRUE COPY I CERTIFY
ATTEST:
DAVID J. BRADLEY, Clerk of Court
By M. Flores
Clerk

CANDACE LOUISE CURTIS,	§	
	§	
Plaintiff,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-592
	§	
ANITA KAY BRUNSTING, *et al*,	§	
	§	
Defendants.	§	

MEMORANDUM AND ORDER
PRELIMINARY INJUNCTION

I. INTRODUCTION

Before the Court is the *pro se* plaintiff's, Candace Louise Curtis, renewed application for an *ex parte* temporary restraining order, asset freeze, and preliminary and permanent injunction [Dkt. No. 35]. Also before the Court is the defendants', Anita Kay Brunsting and Amy Ruth Brunsting, memorandum and response to the plaintiff's renewed motion [Dkt. No. 39]. The Court has reviewed the documents presented, including the pleadings, response and exhibits, received testimony and arguments, and determines that the plaintiff's motion for a temporary injunction should be granted.

II. BACKGROUND

A. Procedural Background

The plaintiff filed her original petition on February 27, 2012, alleging that the defendants had breached their fiduciary obligations under the Brunsting Family Living Trust ("the Trust"). Additionally, the plaintiff claimed extrinsic fraud, constructive fraud, intentional infliction of emotional distress, and sought an accounting, as well as a

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recovery of legal fees and damages. The Court denied the plaintiff's request for a temporary restraining order and for injunctive relief. However, concurrent with the Court's order denying the relief sought by the plaintiff, the defendants filed an emergency motion for the removal of a *lis pendens* notice that had been filed by the plaintiff on February 11, 2012, prior to filing her suit.

The defendants sought, by their motion, to have the *lis pendens* notice removed in order that they, as the Trustees of the Trust might sell the family residence and invest the sale proceeds in accordance with Trust instructions. After a telephone conference and consideration of the defendants' argument that the Court lacked jurisdiction, the Court concluded that it lacked jurisdiction, cancelled the *lis pendens* notice, and dismissed the plaintiff's case.

The plaintiff gave notice and appealed the Court's dismissal order. The United States Court of Appeals for the Fifth Circuit determined that the Court's dismissal constituted error. Therefore, the Fifth Circuit reversed the dismissal and remanded the case to this Court for further proceedings. This reversal gave rise to the plaintiff's renewed motion for injunctive relief that is now before the Court.

B. Contentions of the Parties

The plaintiff contends that she is a beneficiary of the Trust that the defendants, her sisters, serve as co-trustees. She asserts that, as co-trustees, the defendants owe a fiduciary duty to her to "provide [her] with information concerning trust administration, copies of trust documents and [a] semi-annual accounting." According to the plaintiff,

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the defendants have failed to meet their obligation and have wrongfully rebuffed her efforts to obtain the information requested and that she is entitled.

The defendants deny any wrongdoing and assert that the plaintiff's request for injunctive relief should be denied. The defendants admit that a preliminary injunction may be entered by the Court to protect the plaintiff from irreparable harm and to preserve the Court's power to render a meaningful decision after a trial on the merits. *See Canal Auth. of State of Fla. V. Calloway*, 489, F.2d 567, 572 (5th Cir. 1974). Rather, the defendants argue that the plaintiff had not met her burden.

III. STANDARD OF REVIEW

The prerequisites for the granting of a preliminary injunction require a plaintiff to establish that: (a) a substantial likelihood exists that the plaintiff will prevail on the merits; (b) a substantial threat exists that the plaintiff will suffer irreparable injury if the injunction is not granted; (c) the threatened injury to the plaintiff outweighs the threatened harm that the injunction may do to the defendants; and, (d) granting the injunction will not disserve the public interest. *See Calloway,* 489 F.2d at 572-73.

IV. DISCUSSION AND ANALYSIS

The evidence and pleadings before the Court establish that Elmer Henry Brunsting and Nelva Erleen Brunsting created the Brunsting Family Living Trust on October 10, 1996. The copy of the Trust presented to the Court as Exhibit 1, however, reflects an effective date of January 12, 2005. As well, the Trust reveals a total of 14 articles, yet Articles 13 and part of Article 14 are missing from the Trust document. Nevertheless, the Court will assume, for purposes of this Memorandum and Order, that the document

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presented as the Trust is, in fact, part of the original Trust created by the Brunstings in 1996.

The Trust states that the Brunstings are parents of five children, all of whom are now adults: Candace Louise Curtis, Carol Ann Brunsting; Carl Henry Brunsting; Amy Ruth Tschirhart; and Anita Kay Brunsting Riley. The Trust reflects that Anita Kay Brunsting Riley was appointed as the initial Trustee and that she was so designated on February 12, 1997, when the Trust was amended. The record does not reflect that any change has since been made.

The plaintiff complains that the Trustee has failed to fulfill the duties of Trustee since her appointment. Moreover, the Court finds that there are unexplained conflicts in the Trust document presented by the defendants. For example, The Trust document [Exhibit 1] shows an execution date of January 12, 2005.[1] At that time, the defendants claim that Anita Kay served as the Trustee. Yet, other records also reflect that Anita Kay accepted the duties of Trustee on December 21, 2010, when her mother, Nelva Erleen resigned as Trustee. Nelva Erleen claimed in her resignation in December that she, not Anita Kay, was the original Trustee.

The record also reflects that the defendants have failed to provide the records requested by the plaintiff as required by Article IX-(E) of the Trust. Nor is there evidence that the Trustee has established separate trusts for each beneficiary, as required under the Trust, even though more than two years has expired since her appointment.

[1] It appears that Nelva Erleen Brunsting was the original Trustee and on January 12, 2005, she resigned and appointed Anita Brunsting as the sole Trustee.

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In light of what appears to be irregularities in the documents and the failure of the Trustee to act in accordance with the duties required by the Trust, the Court ENJOINS the Trustee(s) and all assigns from disbursing any funds from any Trust accounts without prior permission of the Court. However, any income received for the benefit of the Trust beneficiary is to be deposited appropriately in an account. However, the Trustee shall not borrow funds, engage in new business ventures, or sell real property or other assets without the prior approval of the Court. In essence, all transactions of a financial nature shall require pre-approval of the Court, pending a resolution of disputes between the parties in this case.

The Court shall appoint an independent firm or accountant to gather the financial records of the Trust(s) and provide an accounting of the income and expenses of the Trust(s) since December 21, 2010. The defendants are directed to cooperate with the accountant in this process.

It is so Ordered

SIGNED on this 19th day of April, 2013.

Kenneth M. Hoyt
United States District Judge

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Exhibit B

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TRUE COPY I CERTIFY
ATTEST:
DAVID J. BRADLEY, Clerk of Court
By M. Flores
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
CANDACE LOUISE CURTIS	§	**CIVIL ACTION NO. 4:12-CV-592**
Plaintiff	§	
	§	
VS.	§	
	§	
ANITA KAY BRUNSTING, et al,	§	
Defendants	§	

REPORT OF MASTER

ACCOUNTING OF INCOME/RECEIPTS AND EXPENSES/DISTRIBUTIONS OF THE BRUNSTING FAMILY LIVING TRUST FOR THE PERIOD DECEMBER 21, 2010 THROUGH May 31, 2013

Report of William G. West, CPA
William G. West, P.C.

Dated July 31, 2013

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REPORT OF ACCOUNTING OF INCOME/RECEIPTS AND EXPENSES/DISTRIBUTIONS OF THE BRUNSTING FAMILY LIVING TRUST

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Exhibits

1. Statement of Income/Receipts and Expenses/Distributions for the period December 21, 2010 through May 31, 2013
2. Detail of Accounts for the period December 21, 2010 through May 31, 2013
3. Stock Distribution Analysis

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I. Introduction

On February 27, 2012, Candace Curtis filed a pro se complaint in the United States District Court for the Southern District of Texas, alleging the civil torts of breach of fiduciary, extrinsic and constructive fraud and intentional infliction of emotional distress, alleging that the Brunsting Defendants acting as trustees for their parents' trust, failed to notice her of actions affecting her beneficial interests, refused to provide copies of non-protected trust instruments and refused to account for trust assets, or to report on any other acts of administration. On March 8, 2012, Plaintiff's complaint was dismissed under the probate exception to federal diversity jurisdiction. The Plaintiff filed a notice of appeal. On January 30, 2013, the Fifth Circuit Court of Appeals reversed the dismissal. On April 19, 2013, the District Court issued a memorandum and order for preliminary injunction. In the order, the Court ordered the appointment of an independent firm or accountant to gather the financial records of the trust and provide an accounting of the income and expenses of the trust since December 21, 2010. The defendants were ordered to cooperate with the accountant in the process. On May 9, 2013, the Court ordered the appointment of William G. West as master to perform an accounting. Though the injunction order was signed in April, the master received substantial records through May 31, 2013, and has used that date as the ending date for the report. Therefore, the report covers the time period of December 21, 2010, through May 31, 2013, except for any periods for which information was not received as noted later in this report.

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II. Time Line of Records Received

On or about April 18, 2013, the accounting firm of William G. West, P.C., C.P.A. ("West") was contacted by the court concerning the preparation of the report contained herein since the parties to the suit had not mutually agreed upon the selection of an accountant. After discussing the case with the Judge and a conflict check, West agreed to accept the appointment. West then instructed his attorney to draft and prepare an order appointing him as master to perform an accounting of the income and expenses of the trust since December 21, 2010. This order was signed on May 9, 2013. Shortly thereafter, West reviewed the court docket and read certain pleadings filed in the case. On May 22, 2013, West contacted the attorney for the defendants, Mr. George Vie ("Vie"), to schedule a meeting to discuss the records and the collection of them. On May 29, 2013, West went to Vie's office for the meeting. At the meeting West was given a box of paper records containing bank statements, brokerage statements, statements for dividend reinvestment accounts and tax returns. He was also given a CD which were said to contain pdf copies of most of these records. West was also given a listing of records being turned over and those statements missing or not yet obtained. West was told the missing records were in the process of being obtained. West also requested copies of any electronic accounting or bookkeeping files the defendants may have for the trust. Subsequently, on or about June 4, 2013, West was emailed some Quicken accounting program files which he was able to successfully download and open in order to review. On or about June 6, 2013, West received additional records from Vie. During this time West contacted the plaintiff to discuss the case with her and request copies of any records of the trust she may have in her possession. Towards the end of June, West

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contacted Vie for an update on the status of the receipt of missing records which had yet to be produced. Additional records were promised in the near future. On or about July 1st West received emails from the plaintiff containing pdf copies of various records. West found, that for the most part, he had these records already from Vie (the plaintiff had told West beforehand that most of the records she had, in fact, came from the defendants' attorney, except some her brother had given her). On July 5th Vie sent additional records to West (and pdf copies of same on CD). After review of these records received on July 5th, West sent an email to Vie inquiring as to when additional records would be received. West specifically addressed his concern that there were many bank disbursements for which he had no copies of cancelled checks or paid bill invoices to document said disbursements. On July 15, 2013, West sent another email addressing this same issue and received a letter from Vie in explanation of certain distributions. On July 24, 2013, Vie forwarded several more missing bank statements. Up until the submittal date of this report, West communicated with Vie for clarification on certain deposits or disbursements.

III. Work Performed by Accountants

Upon receipt of the first batch of records from Vie, West had his staff reconcile the paper records received with those in pdf on the CD and with the scheduled listing of records turned over and those not yet turned over. When the Quicken files were received and opened, they were download, reviewed and converted into excel spreadsheets for use by West's staff. It is West's opinion that the Quicken files kept by the defendant(s) were more for use as an electronic checkbook to keep bank balances as opposed to a more fully integrated bookkeeping system. To some extent the Quicken files did serve as

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an outline for the subsequent work done by West. West set up a client account in QuickBooks to serve as an accounting database to compile the income and expense report for the trust. Once the chart of accounts was set up, all of the cash receipt and cash disbursement activity reflected on the Quicken files and bank statements were entered into QuickBooks. Some of the disbursements from the bank accounts did not have cancelled checks associated with the bank statements. A great many disbursements did not have support to document them reflecting the recipient, what was being paid for and the like. West had to rely on descriptions he found in the Quicken records, bank statements or elsewhere in the documents given to him. West has also relied on information/explanations supplied to him in a letter by the defendants' attorney dated July 15, 2013. In summary, West was not given unrelated third party documentation for many of the disbursements run through the bank accounts. The entry of these receipts and disbursements was extremely time consuming; Approximately a thousand entries were made into the QuickBooks database in order to record them. These entries were made only after reviewing related documents provided and ascertaining how best to record the entries. Additionally, paid bills or invoices, if present for reviewing, were compared to the bank disbursements.

West was also given brokerage account statements for three Edward Jones accounts and twelve dividend reinvestment accounts for either Chevron or ExxonMobil. West's staff had to do a reconciliation of monthly or quarterly reports for each account and/or transfers between them. This activity was entered via journal entries. The entry of these stock type accounts was also extremely time consuming, approximately five hundred entries were made into the QuickBooks database in order to record them after a careful

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review and analysis of the respective account statements covering a two and a half year time frame. Numerous work papers were prepared to analyze: 1. transfers between accounts; 2. stock dividends reinvested; and, 3. stocks which were either sold or distributed.

West has used his best judgment in classifying the receipts and disbursements into account categories on the income and expense report. West requested that the defendants provide him with all the accounting information of the trust(s) and he is relying upon the belief they have complied and there are no other available records to be turned over. West has relied on the information given to him and interpreted as best he could. West reserves the right to amend the report as needed as new and additional information becomes available.

IV. Summary of Accounts Reviewed

For the purposes of this Report, the following bank and stock accounts activity for the applicable periods have been recorded for the preparation of the income and expense report contained herein:

Bank of America account # [redacted]-1143

Bank of America account # [redacted]-3523

Bank of America account # [redacted]-8577

Bank of America account # [redacted]-9546

Bank of America account # [redacted]-6643

Bank of America account # [redacted]-3536

Edward Jones account # [redacted]5-1-6

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Edward Jones account # [redacted]6-1-9

Edward Jones account # [redacted]9-1-8

Chevron dividend reinvestment account (Bank of New York)

Chevron dividend reinvestment account # C[redacted]9415

Chevron dividend reinvestment account # C[redacted]9407

Chevron dividend reinvestment account # C[redacted]9423

John Deere dividend reinvestment account

ExxonMobil dividend reinvestment account # C[redacted]0102

ExxonMobil dividend reinvestment account # C[redacted]6261

ExxonMobil dividend reinvestment account # C[redacted]6287

ExxonMobil dividend reinvestment account # C[redacted]7769

ExxonMobil dividend reinvestment account # C[redacted]7777

ExxonMobil dividend reinvestment account # C[redacted]3319

ExxonMobil dividend reinvestment account # C[redacted]3301

V. Report Exceptions and Missing Documents

In our review, we noted that we did not receive copies of approximately thirteen checks. We relied upon other information provided by the defendants to reflect the payee and categorize the type of expense incurred. We were supplied with a limited number of paid bills and invoices supporting many of the disbursements and payments made. Again we relied on the various types of information provided to us to categorize the type of expense paid. We did not receive monthly statements for payments made on a Bank of America credit card. These payments are reflected in summary on the report (Exhibit 1) and also in

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the detail of accounts (Exhibit 2). The categorization of these payments can be amended should the statements and supporting documents be received.

The following account statements were not received and the activity for the periods has not been recorded in the report:

Bank of America checking accounting #[redacted]-9546, 12/14/2011 to 5/31/13.

Edward Jones account #[redacted]5-1-6, 4/26/2013 to 5/31/2013.

Chevron dividend reinvestment account #[redacted]9423 12/31/2011 to 5/31/2013

ExxonMobil dividend reinvestment account #[redacted]6287 9/30/2012 to 5/31/2013

John Deere dividend reinvestment account (summary provided, but no monthly reports)

Met Life dividend reinvestment account (summary provided, but no monthly reports)

VI. Stock Distributed/Dividend Reinvestment Account Information

During the period, a number of Dividend Reinvestment Accounts ("DRP") were maintained. The information we received included accounts with Chevron Corporation ("CVX") shares, Exxon/Mobil Corporation ("XOM") shares, Deere and Company ("DE") shares and MetLife Inc ("MET") shares. When shares were distributed to the beneficiaries or parties in interest, the transaction was accounted for on the QuickBooks database at the fair market value at the time of the distribution or transfer. The fair market value was determined from historical records of stock prices at the close of the date of the transaction. These amounts may or may not be the actual amounts realized by the individuals receiving the stock. Please refer to Exhibit 3 in relation to this section.

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At the beginning of the review period, there were 1,292.2088 shares of CVX and 4,010.20048 shares of XOM according to the records we received. According to account information provided to us 95 shares of MET were attributable to the estate and 9.5807 shares of DE were never transferred to the Nelva Brunsting Survivor's Trust.

During the review period, 675 shares of CVX were transferred as follows:

Anita Brunsting received 135 shares
Ann Brunsting UGMA received 135 shares
Jack Brunsting UGMA received 135 shares
Katie Riley UGMA received 135 shares
Luke Riley received 135 shares.

During the review period, 2,675 shares of XOM were transferred as follows:

Amy Brunsting received 1,120 shares
Carole Brunsting received 1,325 shares
Anita Brunsting received 160 shares
Candy Curtis received 160 shares.

Dividends were reinvested in stocks purchased at the fair market values at the time of the transactions as follows:

CVX shares purchased were 84.83095
XOM shares purchased were 60.51429
DE shares purchased were 0.04946

Partial shares were sold as follows:

XOM shares sold were 0.79847
DE shares sold were 0.9117

612 CVX shares were maintained in an account not under control of Anita Brunsting at the beginning of the review period, but were eventually transferred into the main CVX DRP account. A final accounting of 37.131 shares of CVX stock could not be determined since reports after 12/31/2011 were unavailable for one of the DRP accounts.

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4.42786 shares of XOM were unaccounted for because reports after 9/30/2012 were unavailable from one of the DRP accounts.

95 shares of MET were attributed to the trust information, however the only reports reflecting information on these shares were dated late in the review period and did not show whether the shares were available to the estate at the beginning of the period.

Only 0.04946 shares of DE were attributed to the estate at the end of the period. No reports reflected the balance as of the beginning of the period and 8.669 shares were not accounted for during the period.

At the end of the review period, 1,276.88344 shares of CVX, 1,300.25643 shares of XOM, 0.04946 shares of DE and 95 shares of MET were available to the trust.

VII. Comments on Certain Accounts

In the Income/Receipts section of the report there are accounts titled *Long Term Capital Gains– Funds and Short Term Capital Gains– Funds.* These amounts do not represent sales made by the Trust, per se, but rather sales of securities made by stock or bond funds held in the Trust accounts and then passed on to the Trust.

In the Expense/Distributions section of the report there is an account titled *Cash/Check to Family Members*. This account represents cash, checks, electronic fund transfers paid or sent to family members or payments made for the benefit of family members, as best as West could ascertain. In Exhibit 2, the detail of accounts, there is a

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listing of the payments found that fit this account category. In the information provided to West, *many* of the payments are noted as *reimbursement* to family members for expenses (trustee fees, legal fees, repairs, work performed, etc.) incurred on behalf of the trust and are noted as such in the memo section of the detail of accounts. Also the July 15, 2013, letter from Vie in explanation of certain distributions is referenced here in regard to certain distributions. It is important to note this section lists distributions out of bank accounts to or for the benefit of family members. It does not list distributions of stock which are listed separately in the last section of the Statement of Income/Receipts and Expenses/Distributions and the related Section VI above and in Exhibit 3.

An account titled *Payments to Credit Cards* is included in the Expense/Distributions section of the report. This account reflects payments made on credit cards for which we could not find supporting documentation *or* ascertain how the amounts should be allocated to other Expense/Disbursement accounts. Section V above addresses Bank of America credit card payments and lack of statements and supporting documents. There were also payments to a Bluebonnet credit card account (also referenced as "Cardmember Services" in information given to us), for which we were given monthly statements and some supporting documentation. Due to the general lack of supporting documents for these payments they have been placed into this account.

VIII. Summation

In this case I have been asked to prepare an accounting to help the Court consider the issues in dispute. I have undertaken an analysis of the books and records provided to me. It

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is my belief that all my requests for information from the various parties were reasonable and that I made it clear I wanted all available records. This report has been based on all records received to date. The report can be amended should additional records be received if so directed by the Court. This report has been made in good faith.

Respectfully submitted on this 31st day of July, 2013.

William G. West

William H West

12345 Jones Rd., Suite 120
Houston, TX 77070

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EXHIBIT 1

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Brunsting Family Living Trust

Statement of Income/Receipts & Expenses/Disbursements

December 21, 2010 through May 31, 2013

Income/Receipts	
Farm/Rental Income	$127,790.41
Investment Income	
Dividend Income	28,321.46
Interest Income	3,085.05
Long Term Capital Gains - Funds	1,047.31
Short Term Capital Gains- Funds	489.10
Stock Sales less Broker Fees	183,662.79
Total Investment Income	216,605.71
Miscellaneous Income	6,460.73
Pension Income	8,303.58
Proceeds from Sale of Home	433,392.05
Social Security Income	17,800.00
Tax Refunds	19,816.87
Total Income/Receipts	830,169.35
Expenses/Disbursements	
Automobile Expense	2,965.76
Bank & Brokerage Charges	8,540.62
Checks/Cash to Family Members	108,924.91
Dues and Subscriptions	278.47
Food/Dining/Groceries	5,958.67
Funeral	3,556.29
Household	1,237.20
Insurance Expense	4,737.88
Lawn Care	1,262.00
Legal Fees	36,312.44
Medical Expenses	
In Home Care	119,232.61
Medical Supplies	65.47
Medical Expenses - Other	2,568.98
Total Medical Expenses	121,867.06
Miscellaneous Expenses	6,753.72
Office Supplies	63.70
Payments to Credit Cards	
Bank of America Credit Cards	14,042.99
Bluebonnet Credit Union Cred Cd	11,986.96
Total Payments to Credit Cards	26,029.95

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Brunsting Family Living Trust
Statement of Income/Receipts & Expenses/Disbursements
December 21, 2010 through May 31, 2013

Personal Care	798.14
Pet Care	
Pet Food and Supplies	69.68
Veterinary Expenses	1,976.24
Total Pet Care	2,045.92
Postage	78.15
Professional Fees	7,563.86
Repairs and Maintenance	783.31
Supplies	29.83
Taxes	
Taxes - Federal	53,416.00
Taxes - Property	9,811.99
Taxes - State	4,793.00
Total Taxes	68,020.99
Telephone Expense	4,519.17
Utilities	
Cable TV	776.41
Electricity	2,259.90
Gas	942.66
Water	2,537.22
Total Utilities	6,516.19
Total Expenses/Disbursements	418,844.23
Net of Income/Receipts & Expenses/Disbursements	411,325.12
Less Stock Distributed to Family Members	
Value of Stock Transferred Out	298,976.80
Net of Income/Receipts & Expenses/Disbursements Less Value of Stock Distributed	**$112,348.32**

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EXHIBIT 2

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Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Ordinary Income/Expense							
Income							
Farm/Rental Income							
General Journal	3/1/2011	EJ20120458		Invest inc - Farm	Neiva	15,540.40	15,540.40
General Journal	9/29/2011	EJ20120476		Farm Inc - Invest inc	Neiva	15,510.00	31,050.40
General Journal	10/5/2012	EJ20120442		Farm Rent	Elmer	26,437.50	57,487.90
General Journal	1/11/2013	EJ20120437		Farm Rent	Elmer	13,902.51	71,390.41
General Journal	3/2/2013	EJ20120450		Farm Rent	Elmer	29,962.50	101,352.91
General Journal	3/5/2013	EJ20120438		Farm Rent	Elmer	26,437.50	127,790.41
Total Farm/Rental Income						127,790.41	127,790.41
Investment Income							
Dividend Income							
General Journal	12/21/2010	EJ20101223		Dividends on Capital Income Builder Fund A	Survivor	60.19	60.19
General Journal	12/22/2010	EJ20101212		Dividends on Dodge & Cox Intl Stock Fund	Elmer	368.36	428.55
General Journal	12/22/2010	EJ20101212		Dividends on Dodge & Cox Income Fund	Elmer	325.77	754.32
General Journal	12/27/2010	EJ20101213		Dividend on Investment Co of America Cl F1	Elmer	112.43	866.75
General Journal	12/27/2010	EJ20101213		Dividend on Pioneer Fund Cl Y	Elmer	62.73	929.48
General Journal	12/28/2010	EJ20101214		Dividend on New World Fund Cl F1	Elmer	77.32	1,006.80
General Journal	12/30/2010	EJ20101215		Dividend on Oppnhmr Cmd Strat Tl Rtn Cl Y	Elmer	200.58	1,207.38
General Journal	12/31/2010	EJ20101216		Dividend from Oppenheimer Intl Bond Fund Y	Elmer	33.39	1,240.77
General Journal	12/31/2010	EJ20101216		Dividend on Money Market	Elmer	0.01	1,240.78
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in Fed Money Market Instl Cl	Elmer	0.05	1,240.83
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in DWS Small Cap Value Fund Instl	Elmer	4.39	1,245.22
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in ING Global Real Estate Fund I	Elmer	146.39	1,391.61
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in JPMorgan Core Bond Fund	Elmer	78.79	1,470.40
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in JP Morgan High Yield Fd	Elmer	35.40	1,505.80
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in T Rowe Price New Inc Fd	Elmer	73.83	1,579.63
General Journal	1/28/2011	EJ20110128		Dividends on Dow Chemical Co	Survivor	24.60	1,604.23
General Journal	1/31/2011	EJ20110130		Dividends on Stryker Corp	Survivor	33.51	1,637.74
General Journal	2/1/2011	EJ 20110201		Dividends on Deere & Co Stk	Survivor	573.65	2,211.39
General Journal	2/1/2011	EJ20110201		Dividends from JPMorgan Core Bond Fund	Elmer	75.01	2,286.40
General Journal	2/1/2011	EJ20110201		Dividends from JPMorgan High Yield Fund	Elmer	31.82	2,318.22
General Journal	2/1/2011	EJ20110201		Dividends from Oppenheimer Intl Bond Fund	Elmer	26.65	2,344.87
General Journal	2/1/2011	EJ20110201		Dividends from T Rowe Price New Income Fund	Elmer	63.83	2,408.70
General Journal	3/1/2011	EJ20110301		Dividends on JPMorgan Core Bond Fund	Elmer	73.22	2,481.92
General Journal	3/1/2011	EJ20110301		Dividends on JPMorgan High YieldFd	Elmer	28.77	2,510.69
General Journal	3/1/2011	EJ20110301		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	25.14	2,535.83
General Journal	3/1/2011	EJ20110301		Dividends on T Rowe Price New Income Fund	Elmer	66.69	2,602.52
General Journal	3/7/2011	EJ20110304		Dividend on Investment Co of America Cl F1	Elmer	81.32	2,683.84
General Journal	3/10/2011	EJ20110321		Dividends on Chevron Corp	Survivor	66.96	2,750.80
General Journal	3/11/2011	DR12110301		Dividends on Chevron Stock	Family	930.39	3,681.19
General Journal	3/21/2011	EJ20110322		Dividends on Capital Income Builder Fund A	Survivor	40.69	3,721.88
General Journal	3/25/2011	EJ20110307		Dividends on Columbia Mid Cap Value Fd Cl Z	Elmer	5.86	3,727.74
General Journal	3/25/2011	EJ20110307		Dividends on DWS Small Cap Value Fund Instl	Elmer	29.55	3,757.29
General Journal	3/25/2011	EJ20110307		Dividends on Pioneer Fund Cl Y	Elmer	55.34	3,812.63
General Journal	3/28/2011	EJ20110309		Dividends From Thornburg Invt Value Fd	Elmer	4.67	3,817.30
General Journal	3/29/2011	EJ20110310		Dividends from Dodge & Cox Income Fund	Elmer	273.60	4,090.90
General Journal	3/30/2011	EJ20110311		Dividends on T Rowe Price Equity Fd	Elmer	68.64	4,159.54
General Journal	4/1/2011	EJ20110401		Dividends on JPMorgan Core Bond Fund	Elmer	75.49	4,235.03
General Journal	4/1/2011	EJ20110401		Dividends on JPMorgan High Yield Fd	Elmer	33.22	4,268.25
General Journal	4/1/2011	EJ20110401		Dividends on Oppenheimer Intl Bond Fund	Elmer	26.87	4,295.12
General Journal	4/1/2011	EJ20110401		Dividends on T Rowe Price New Income Fund	Elmer	66.69	4,361.81
General Journal	4/4/2011	EJ20110402		Dividends on ING Global Real Estate Fund I	Elmer	54.86	4,416.67
General Journal	4/29/2011	EJ20110425		Dividends on Stryker Corp	Survivor	33.62	4,450.29
General Journal	4/29/2011	EJ20110425		Dividends on Dow Chemical Corp	Survivor	24.60	4,474.89
General Journal	5/2/2011	EJ20110501		Dividends on Deere & Co	Survivor	435.05	4,909.94
General Journal	5/2/2011	EJ20110501		Dividends on JPMorgan Core Bond Fund	Elmer	73.68	4,983.62
General Journal	5/2/2011	EJ20110501		Dividends on JPMorgan High Yield Fd Select	Elmer	34.05	5,017.67
General Journal	5/2/2011	EJ20110501		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	27.64	5,045.31
General Journal	5/2/2011	EJ20110501		Dividends on T Rowe Price New Income Fund	Elmer	72.37	5,117.68
General Journal	6/1/2011	EJ20110601		Dividends on JPMorgan Core Bond Fund	Elmer	75.94	5,193.62
General Journal	6/1/2011	EJ20110601		Dividends on JPMorgan High Yield Fund	Elmer	33.56	5,227.18
General Journal	6/1/2011	EJ20110601		Dividends on Oppenheimer Intl Bond Fund	Elmer	26.54	5,253.72
General Journal	6/1/2011	EJ20110601		Dividends on T Rowe Price New Income Fund	Elmer	66.95	5,320.67
General Journal	6/10/2011	EJ20110622		Dividend Reinvestment on XOM Stk 7777	Survivor	461.53	5,782.20
General Journal	6/10/2011	EJ20110622		Dividend Reinvestment on CVX Stk	Neiva	547.75	6,329.95
General Journal	6/10/2011	EJ20110622		Dividend Reinvestment on CVX Stk 9415	Elmer	461.45	6,791.40
General Journal	6/13/2011	EJ20110602		Dividends on Investment Co of America Cl F1	Elmer	81.34	6,872.74
General Journal	6/23/2011	EJ20110603		Dividends on Columbia Mid Cap Value Fd Cl Z	Elmer	13.58	6,886.32
General Journal	6/24/2011	EJ20110605		Dividends on Pioneer Fund	Elmer	70.20	6,956.52
General Journal	6/28/2011	EJ20110608		Dividends on Dodge & Cox Income Fund	Elmer	264.88	7,221.40
General Journal	6/29/2011	EJ20110609		Dividends on T Rowe Price Equity Income Fd	Elmer	83.36	7,304.76
General Journal	7/1/2011	EJ20110701		Dividends on JPMorgan Core Bond Fund Select	Elmer	71.88	7,376.44
General Journal	7/1/2011	EJ20110701		Dividends on JPMorgan High Yield Fd Select	Elmer	30.38	7,406.82
General Journal	7/1/2011	EJ20110701		Dividends on Oppenheimer Intl Bond Fund	Elmer	27.12	7,433.94
General Journal	7/1/2011	EJ20110701		Dividends on T Rowe Price New Income Fund	Elmer	70.47	7,504.41
General Journal	7/5/2011	EJ20110702		Dividends on ING Global Real Estate Fund I	Elmer	52.94	7,557.35
General Journal	8/1/2011	EJ20110801		Dividends on Deere & Co	Survivor	254.20	7,811.55
General Journal	8/1/2011	EJ20110801		Dividends on JPMorgan Core Bond Fund Select	Elmer	69.82	7,881.37
General Journal	8/1/2011	EJ20110801		Dividends on JPMorgan High Yield Fd Select	Elmer	31.82	7,913.19
General Journal	8/1/2011	EJ20110801		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	27.92	7,941.11
General Journal	8/1/2011	EJ20110801		Dividends on T Rowe Price New Income Fund	Elmer	69.49	8,010.60
General Journal	9/1/2011	EJ20110901		Dividends on JPMorgan Core Bond Fund Select	Elmer	73.97	8,084.57
General Journal	9/1/2011	EJ20110901		Dividends on JPMorgan High Yield Fd Select	Elmer	32.63	8,117.20
General Journal	9/1/2011	EJ20110901		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	25.71	8,142.91
General Journal	9/1/2011	EJ20110901		Dividends on T Rowe Price New Income Fund	Elmer	70.82	8,213.73
General Journal	9/9/2011	EJ20110136		Exxon Invest Inc	Survivor	274.01	8,487.74

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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of XOM Stk 7777	Survivor	313.80	8,801.54
General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of Chevron Stk	Nelva	28.50	8,830.04
General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of Chevron Stk 9415	Elmer	465.04	9,295.08
General Journal	9/19/2011	EJ20110904		Dividends on Investment Co of America Cl F1	Elmer	83.95	9,379.03
General Journal	9/23/2011	EJ20110908		Dividend on Pioneer Fund Cl Y	Elmer	78.19	9,457.22
General Journal	9/27/2011	EJ20110907		Dividends on Columbia Mid Cap Value Fd Cl Z	Elmer	14.76	9,471.98
General Journal	9/28/2011	EJ20110909		Dividends on Dodge & Cox Income Fund	Elmer	186.06	9,658.04
General Journal	9/29/2011	EJ20110910		Dividends on T Rowe Price Equity Income Fd	Elmer	88.37	9,746.41
General Journal	10/3/2011	EJ20111001		Dividends on JPMorgan Core Bond Fund Select	Elmer	42.25	9,788.66
General Journal	10/3/2011	EJ20111001		Dividends on JPMorgan High Yield Fd Select	Elmer	28.14	9,816.80
General Journal	10/3/2011	EJ20111001		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	26.18	9,842.98
General Journal	10/3/2011	EJ20111001		Dividends on Pimco Tot Ret Fd IV Inst Cl	Elmer	2.25	9,845.21
General Journal	10/3/2011	EJ20111001		Dividends on T Rowe Price New Income Fund	Elmer	65.22	9,910.43
General Journal	10/4/2011	EJ20111002		Dividends on ING Global Real Estate Fund I	Elmer	49.75	9,960.18
General Journal	10/4/2011	EJ20111002		Dividends on Loomis Sayles Invt Grade Bd Y	Elmer	27.14	9,987.32
General Journal	11/1/2011	EJ20111101		Dividends on Deere & Co	Survivor	254.20	10,241.52
General Journal	11/1/2011	EJ20111101		Dividends on JPMorgan Core Bond Fund Select	Elmer	42.38	10,283.90
General Journal	11/1/2011	EJ20111101		Dividends on JPMorgan High Yield Fd Select	Elmer	27.09	10,310.99
General Journal	11/1/2011	EJ20111101		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	22.68	10,333.67
General Journal	11/1/2011	EJ20111101		Dividends on Pimco Tot Ret Fd IV Inst Cl	Elmer	10.42	10,344.09
General Journal	11/1/2011	EJ20111101		Dividends on T Rowe Price New Income Fund	Elmer	50.00	10,394.09
General Journal	11/2/2011	EJ20111102		Dividends on Loomis Sayles Invt Grade Bd Y	Elmer	28.43	10,422.52
General Journal	12/1/2011	EJ20111212		Dividend on JP Morgan Core Bond	Elmer	40.15	10,462.67
General Journal	12/1/2011	EJ20111212		Dividend on JP Morgan High Yield	Elmer	29.67	10,492.34
General Journal	12/1/2011	EJ20111212		Dividend on Oppenheimer Intl Bd	Elmer	23.27	10,515.61
General Journal	12/1/2011	EJ20111212		Dividend on Pimco Total Return IV	Elmer	13.84	10,529.45
General Journal	12/1/2011	EJ20111212		Dividend on T Rowe Price New Income	Elmer	50.92	10,580.37
General Journal	12/2/2011	EJ20111213		Dividend on Loomis Sayles Inv Grade Bd	Elmer	28.43	10,608.80
General Journal	12/9/2011	EJ20110152		Exxon Div Income	Survivor	274.01	10,882.81
General Journal	12/9/2011	EJ20111215		Dividend on MFS Research International	Elmer	335.71	11,218.52
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of XOM Stk 7777	Survivor	315.83	11,534.35
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of Chevron Stk	Nelva	29.84	11,564.19
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of Chevron Stk 9415	Elmer	487.02	12,051.21
General Journal	12/13/2011	EJ20111216		Dividend on Columbia Mid Cap Value	Elmer	26.01	12,077.22
General Journal	12/14/2011	EJ20111217		Dividend on T Rowe Price Equity Income	Elmer	95.96	12,173.18
General Journal	12/20/2011	EJ20111220		Dividend on DWS Small Cap Value	Elmer	66.58	12,239.76
General Journal	12/21/2011	EJ20111221		Dividend on Dodge & Cox Intl Stock	Elmer	580.68	12,820.44
General Journal	12/21/2011	EJ20111221		Dividend on Dodge & Cox Income	Elmer	196.04	13,016.48
General Journal	12/22/2011	EJ20111222		Dividend on Oppengeimer Common Strat Total Ret	Elmer	285.22	13,301.70
General Journal	12/23/2011	EJ20111223		Dividend on Investment Co of America	Elmer	116.38	13,418.08
General Journal	12/23/2011	EJ20111223		Dividend on Pioneer Fund	Elmer	95.42	13,513.50
General Journal	12/27/2011	EJ20111224		Dividend on Thornburg Value	Elmer	7.84	13,521.34
General Journal	12/28/2011	EJ20111225		Dividend on Loomis Sayles Inv Grade Bd	Elmer	67.05	13,588.39
General Journal	12/28/2011	EJ20111225		Dividend on New World	Elmer	73.75	13,662.14
General Journal	12/30/2011	EJ20111226		Dividend on Oppenheimer Intl Bd	Elmer	118.46	13,780.60
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan Fed Money Mkt	Elmer	0.03	13,780.63
General Journal	1/3/2012	EJ20120102		Dividends on ING Global Real Estate	Elmer	39.90	13,820.53
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan Core Bond	Elmer	41.21	13,861.74
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan High Yield	Elmer	30.00	13,891.74
General Journal	1/3/2012	EJ20120102		Dividends on JP Pimco Total Return IV	Elmer	13.97	13,905.71
General Journal	1/3/2012	EJ20120102		Dividends on T Rowe Price New Income	Elmer	57.12	13,962.83
General Journal	1/10/2012	EJ20120104		Dividends on Pimco Total Return IV	Elmer	2.85	13,965.68
General Journal	2/1/2012	EJ20120201		Dividends on JPMorgan Core Bond Select Cl	Elmer	37.79	14,003.47
General Journal	2/1/2012	EJ20120201		Dividends on JPMorgan High Yield Select Cl	Elmer	25.27	14,028.74
General Journal	2/1/2012	EJ20120201		Dividends on Oppenheimer Intle Bd	Elmer	25.02	14,053.76
General Journal	2/1/2012	EJ20120201		Dividends on Pimco Total Return IV INst Cl	Elmer	15.86	14,069.62
General Journal	2/1/2012	EJ20120201		Dividends on T Rowe Price New Income	Elmer	47.63	14,117.25
General Journal	2/2/2012	EJ20120202		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.89	14,145.14
General Journal	3/1/2012	EJ20120301		Dividends on JP Morgan Core Bond Select Cl	Elmer	36.71	14,181.85
General Journal	3/1/2012	EJ20120301		Dividends on JP Morgan High Yield Select Cl	Elmer	27.26	14,209.11
General Journal	3/1/2012	EJ20120301		Dividends on Oppenheimer Intl Bd	Elmer	23.99	14,233.10
General Journal	3/1/2012	EJ20120301		Dividends on Pimco Total Return IV Inst Cl	Elmer	17.35	14,250.45
General Journal	3/1/2012	EJ20120301		Dividends on T Rowe Price New Income	Elmer	49.53	14,299.98
General Journal	3/2/2012	EJ20120302		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.36	14,327.34
General Journal	3/7/2012	EJ20110154		Exxon div income	Survivor	274.01	14,601.35
General Journal	3/9/2012	EJ20120321		Dividend Reinvestment of XOM Stk 7777	Survivor	317.68	14,919.03
General Journal	3/9/2012	EJ20120321		Dividend Reinvestment of CVX Stk 9415	Survivor	490.82	15,409.85
General Journal	3/15/2012	EJ20120304		Dividends on Investment Co of America	Elmer	78.17	15,488.02
General Journal	3/23/2012	EJ20120305		Dividends on Pioneer Fund	Elmer	77.25	15,565.27
General Journal	3/26/2012	EJ20120306		Dividends on Columbia Mid Cap Value	Elmer	10.25	15,575.52
General Journal	3/28/2012	EJ20120307		Dividends on Dodge & Cox Income	Elmer	189.13	15,764.65
General Journal	3/28/2012	EJ20120307		Dividends on T Rowe Price Equity	Elmer	93.48	15,858.13
General Journal	4/2/2012	EJ20120401		Dividends on JP Morgan Core Bond	Elmer	37.99	15,896.12
General Journal	4/2/2012	EJ20120401		Dividends on JP Morgan High Yield	Elmer	28.66	15,924.78
General Journal	4/2/2012	EJ20120401		Dividends on Oppenheimer Intl Bd	Elmer	27.30	15,952.08
General Journal	4/2/2012	EJ20120401		Dividends on Pimco Total Return IV	Elmer	17.89	15,969.97
General Journal	4/2/2012	EJ20120401		Dividends on T Rowe Price New Income	Elmer	51.76	16,021.73
General Journal	4/3/2012	EJ20120402		Dividends on ING Global Real Estate	Elmer	42.05	16,063.78
General Journal	4/3/2012	EJ20120402		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.75	16,091.53
General Journal	5/1/2012	EJ20120501		Dividends on JP Morgan Core Bond	Elmer	34.52	16,126.05
General Journal	5/1/2012	EJ20120501		Dividends on JP Morgan High Yield	Elmer	23.81	16,149.86
General Journal	5/1/2012	EJ20120501		Dividends on Oppenheimer Intl Bd	Elmer	22.93	16,172.79
General Journal	5/1/2012	EJ20120501		Dividends on Pimco Total Return IV	Elmer	14.59	16,187.38
General Journal	5/1/2012	EJ20120501		Dividends on T Rowe Price New Income	Elmer	47.45	16,234.83
General Journal	5/2/2012	EJ20120502		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.39	16,262.22
General Journal	6/1/2012	EJ20120601		Dividends on JP Morgan Core Bond	Elmer	33.99	16,296.21
General Journal	6/1/2012	EJ20120601		Dividends on Mainstay High Yield Corp Bd	Elmer	57.74	16,353.95
General Journal	6/1/2012	EJ20120601		Dividends on Oppenheimer Intl Bd	Elmer	24.63	16,378.58

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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	6/1/2012	EJ20120601		Dividends on Pimco Total Return IV	Elmer	15.12	16,393.70
General Journal	6/1/2012	EJ20120601		Dividends on T Rowe Price New Income	Elmer	50.82	16,444.52
General Journal	6/4/2012	EJ20120602		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.34	16,471.86
General Journal	6/11/2012	EJ20120604		Dividends on Investment Co of America	Elmer	52.65	16,524.51
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in XOM Stk 7769	Elmer	332.31	16,856.82
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in XOM Stk 7777	Survivor	387.38	17,244.20
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in CVX Stk 9415	Elmer	549.72	17,793.92
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in CVX Stk 9407	Elmer	101.37	17,895.29
General Journal	6/18/2012	EJ20120605		Dividends on Capital World Growth & Income	Elmer	147.46	18,042.75
General Journal	6/22/2012	EJ20120606		Dividends on Pioneer Fund	Elmer	53.57	18,096.32
General Journal	6/25/2012	EJ20120607		Dividends on Columbia Mid Cap Value	Elmer	31.55	18,127.87
General Journal	6/27/2012	EJ20120609		Dividends on Capital World Bond	Elmer	30.40	18,158.27
General Journal	6/27/2012	EJ20120609		Dividends on Dodg & Cox Income	Elmer	128.94	18,287.21
General Journal	6/28/2012	EJ20120610		Dividends on T Rowe Price Equity Income	Elmer	96.35	18,383.56
General Journal	6/29/2012	EJ20120611		Dividends on Mainstay High Yield Corp Bd	Elmer	58.09	18,441.65
General Journal	7/2/2012	EJ20120701		Dividends on JP Morgan Core Bond	Elmer	32.90	18,474.55
General Journal	7/2/2012	EJ20120701		Dividends on Oppenheimer Intl Bd	Elmer	17.05	18,491.60
General Journal	7/2/2012	EJ20120701		Dividends on Pimco Total Return IV	Elmer	14.25	18,505.85
General Journal	7/2/2012	EJ20120701		Dividends on T Rowe Price New Income	Elmer	46.81	18,552.66
General Journal	7/3/2012	EJ20120702		Dividends on ING Global Real Estate	Elmer	51.95	18,604.61
General Journal	7/3/2012	EJ20120702		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.87	18,631.48
General Journal	8/1/2012	EJ20120801		Dividends on JPMorgan Fed Mon Mkt	Elmer	0.04	18,631.52
General Journal	8/1/2012	EJ20120801		Dividends on JPMorgan Core Bond	Elmer	35.33	18,666.85
General Journal	8/1/2012	EJ20120801		Dividends on Mainstay High Yield Corp Bd	Elmer	58.45	18,725.30
General Journal	8/1/2012	EJ20120801		Dividends on Oppenheimer Intl Bd	Elmer	16.06	18,741.36
General Journal	8/1/2012	EJ20120801		Dividends on Pimco Total Return IV	Elmer	11.10	18,752.46
General Journal	8/1/2012	EJ20120801		Dividends on T Rowe Price New Income	Elmer	42.96	18,795.42
General Journal	8/2/2012	EJ20120802		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.14	18,822.56
General Journal	9/4/2012	EJ20120901		Dividends on JP Morgan Core Bond	Elmer	33.06	18,855.62
General Journal	9/4/2012	EJ20120901		Dividends on Mainstay High Yield Corp Bd	Elmer	58.81	18,914.43
General Journal	9/4/2012	EJ20120901		Dividends on Oppenheimer Intl Bd	Elmer	18.18	18,932.61
General Journal	9/4/2012	EJ20120901		Dividends on Pimco Total Return IV	Elmer	11.75	18,944.36
General Journal	9/4/2012	EJ20120901		Dividends on T Rowe Price New Income	Elmer	46.82	18,991.18
General Journal	9/5/2012	EJ20120902		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.89	19,019.07
General Journal	9/10/2012	EJ20120821		Dividend Reinvestment in XOM Stk 7769	Elmer	334.71	19,353.78
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in XOM Stk 7777	Survivor	390.17	19,743.95
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in CVX Stk 9415	Elmer	554.60	20,298.55
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in CVX Stk 9407	Elmer	114.44	20,412.99
General Journal	9/17/2012	EJ20120904		Dividends on Investment Co of America	Elmer	52.67	20,465.66
General Journal	9/21/2012	EJ20120905		Dividends on Pioneer Fund	Elmer	50.19	20,515.85
General Journal	9/24/2012	EJ20120906		Dividends on Capital World Growth & Income	Elmer	57.95	20,573.80
General Journal	9/26/2012	EJ20120908		Dividends on Columbia Mid Cap Value	Elmer	40.07	20,613.87
General Journal	9/26/2012	EJ20120908		Dividends on Dodge & Cox Income	Elmer	124.92	20,738.79
General Journal	9/27/2012	EJ20120909		Dividends on T Rowe Price Equity Income	Elmer	89.99	20,828.78
General Journal	9/28/2012	EJ20120910		Dividends on Mainstay High Yield Corp Bd	Elmer	59.16	20,887.94
General Journal	10/1/2012	EJ20121001		Dividends on JP Morgan Core Bond	Elmer	31.95	20,919.89
General Journal	10/1/2012	EJ20121001		Dividends on Oppenheimer Intl Bd	Elmer	13.87	20,933.76
General Journal	10/1/2012	EJ20121001		Dividends on Pimco Total Return IV	Elmer	9.14	20,942.90
General Journal	10/1/2012	EJ20121001		Dividends on T Rowe Price New Income	Elmer	36.25	20,979.15
General Journal	10/2/2012	EJ20121002		Dividends on ING Global Real Estate	Elmer	46.97	21,026.12
General Journal	10/2/2012	EJ20121002		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.30	21,052.42
General Journal	10/9/2012	EJ20121004		Dividends on Capital World Bond	Elmer	23.09	21,075.51
General Journal	11/1/2012	EJ20121101		Dividends on JP Morgan Core Bond	Elmer	30.84	21,106.35
General Journal	11/1/2012	EJ20121101		Dividends on Mainstay High Yield Corp Bd	Elmer	59.51	21,165.86
General Journal	11/1/2012	EJ20121101		Dividends on Oppenheimer Intl Bd	Elmer	17.63	21,183.49
General Journal	11/1/2012	EJ20121101		Dividends on Pimco Total Return IV	Elmer	12.79	21,196.28
General Journal	11/1/2012	EJ20121101		Dividends on T Rowe Price New Income	Elmer	40.84	21,237.12
General Journal	11/2/2012	EJ20121102		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.21	21,263.33
General Journal	12/3/2012	EJ20121201		Dividends on JP Morgan Core Bond	Elmer	30.90	21,294.23
General Journal	12/3/2012	EJ20121201		Dividends on Mainstay High Yield Corp Bd	Elmer	59.87	21,354.10
General Journal	12/3/2012	EJ20121201		Dividends on Oppenheimer Intl Bd	Elmer	17.62	21,371.72
General Journal	12/3/2012	EJ20121201		Dividends on Pimco Total Return IV	Elmer	13.77	21,385.49
General Journal	12/3/2012	EJ20121201		Dividends on T Rowe Price New Income	Elmer	42.81	21,428.30
General Journal	12/4/2012	EJ20121202		Dividends on Loomis Sales Inv Grade Bd	Elmer	26.84	21,455.14
General Journal	12/4/2012	EJ20121202		Dividends on Mainstay High Yield Corp Bd	Elmer	60.23	21,515.37
General Journal	12/7/2012	EJ20121204		Dividends on Blackrock Cap App	Elmer	45.22	21,560.59
General Journal	12/7/2012	EJ20121204		Dividends on Oppenheimer Rising Divid Fd Y	Elmer	57.90	21,618.49
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment XOM Stk 6261	Elmer	334.71	21,953.20
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment XOM Stk 3301	Nelva	390.17	22,343.37
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment CVX Stk 9415	Elmer	4.36	22,347.73
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment CVX Stk 9407	Elmer	4.35	22,352.08
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment CVX Stk 9423	Elmer	1,110.22	23,462.30
General Journal	12/12/2012	EJ20121206		Dividends on MFS Research International	Elmer	316.70	23,779.00
General Journal	12/14/2012	EJ20121208		Dividends on Columbia Mid Cap Value	Elmer	33.89	23,812.89
General Journal	12/14/2012	EJ20121208		Dividends on T Rowe Price Equity Income	Elmer	111.31	23,924.20
General Journal	12/17/2012	EJ20121209		Dividends on Capital World Growth & Income	Elmer	97.20	24,021.40
General Journal	12/17/2012	EJ20121209		Dividends on Fidelity New Insights	Elmer	13.61	24,035.01
General Journal	12/20/2012	EJ20121210		Dividends on Dodge & Cox Intl Stock	Elmer	303.81	24,338.82
General Journal	12/20/2012	EJ20121210		Dividends on DWS Small Cap Value	Elmer	75.04	24,413.86
General Journal	12/20/2012	EJ20121210		Dividends on Dodge & Cox Income	Elmer	109.20	24,523.06
General Journal	12/21/2012	EJ20121211		Dividends on Capital World Bond	Elmer	31.56	24,554.62
General Journal	12/24/2012	EJ20121212		Dividends on Investment Co of America	Elmer	137.47	24,692.09
General Journal	12/24/2012	EJ20121212		Dividends on Loomis Sayles Inv Grade Bd	Elmer	75.83	24,767.92
General Journal	12/27/2012	EJ20121213		Dividends on New World	Elmer	110.57	24,878.49
General Journal	12/28/2012	EJ20121214		Dividends on Oppenheimer Rising Divid Fd Y	Elmer	43.70	24,922.19
General Journal	12/28/2012	EJ20121214		Dividends on Pimco Total Return IV	Elmer	65.59	24,987.78
General Journal	12/31/2012	EJ20121215		Dividends on Oppenheimer Intl Bd	Elmer	15.74	25,003.52
General Journal	1/2/2013	EJ20130101		Dividends on ING Global Real Estate	Elmer	201.20	25,204.72

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	1/2/2013	EJ20130101		Dividends on JP Morgan Core Bond	Elmer	36.97	25,241.69
General Journal	1/2/2013	EJ20130101		Dividends on Pimco Total Return IV	Elmer	10.56	25,252.25
General Journal	1/2/2013	EJ20130101		Dividends on T Rowe Price New Income	Elmer	38.09	25,290.34
General Journal	2/1/2013	EJ20130201		Dividends on JP Morgan Core Bond	Elmer	28.70	25,319.04
General Journal	2/1/2013	EJ20130201		Dividends on Mainstay High Yield Corp Bd	Elmer	60.59	25,379.63
General Journal	2/1/2013	EJ20130201		Dividends on Oppenheimer Intl Bd	Elmer	17.37	25,397.00
General Journal	2/1/2013	EJ20130201		Dividends on Pimco Total Return IV	Elmer	8.54	25,405.54
General Journal	2/1/2013	EJ20130201		Dividends on T Rowe Price New Income	Elmer	35.87	25,441.41
General Journal	2/4/2013	EJ20130202		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.43	25,467.84
General Journal	3/1/2013	EJ20130301		Dividends on JP Morgan Core Bond	Elmer	29.95	25,497.79
General Journal	3/1/2013	EJ20130301		Dividends on Mainstay High Yield Corp Bd	Elmer	60.95	25,558.74
General Journal	3/1/2013	EJ20130301		Dividends on Oppenheimer Intl Bd	Elmer	16.53	25,575.27
General Journal	3/1/2013	EJ20130301		Dividends on Pimco Total Return IV	Elmer	9.68	25,584.95
General Journal	3/1/2013	EJ20130301		Dividends on T Rowe Price New Income	Elmer	37.06	25,622.01
General Journal	3/4/2013	EJ20130302		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.81	25,649.82
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 3319	Elmer	1.72	25,651.54
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 6261	Elmer	336.88	25,988.22
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 3301	Nelva	392.70	26,380.92
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9415	Elmer	4.41	26,385.33
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9407	Elmer	4.39	26,389.72
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9423	Elmer	1,122.04	27,511.76
General Journal	3/14/2013	EJ20130304		Dividends on Investment Co of America	Elmer	53.50	27,565.26
General Journal	3/18/2013	EJ20130305		Dividends on Capital World Growth & Income	Elmer	61.70	27,626.96
General Journal	3/22/2013	EJ20130307		Dividends on DWS Small Cap Value	Elmer	42.72	27,669.68
General Journal	3/25/2013	EJ20130308		Dividends on Columbia Mid Cap Value	Elmer	25.46	27,695.14
General Journal	3/27/2013	EJ20130309		Dividends on Capital World Bond	Elmer	23.47	27,718.61
General Journal	3/27/2013	EJ20130309		Dividends on Dodge & Cox Income	Elmer	111.08	27,829.69
General Journal	3/27/2013	EJ20130309		Dividends on T Rowe Price Equity Income	Elmer	77.55	27,907.24
General Journal	4/1/2013	EJ20130401		Dividends on JP Morgan Core Bond	Elmer	30.02	27,937.26
General Journal	4/1/2013	EJ20130401		Dividends on Mainstay High Yield Corp Bd	Elmer	61.31	27,998.57
General Journal	4/1/2013	EJ20130401		Dividends on Oppenheimer Intl Bd	Elmer	17.62	28,016.19
General Journal	4/1/2013	EJ20130401		Dividends on Pimco Total Return IV	Elmer	12.00	28,028.19
General Journal	4/1/2013	EJ20130401		Dividends on T Rowe Price New Income	Elmer	37.30	28,065.49
General Journal	4/2/2013	EJ20130402		Dividends on ING Global Real Estate	Elmer	40.72	28,106.21
General Journal	4/2/2013	EJ20130402		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.34	28,133.55
General Journal	5/1/2013	EJ20130501		Dividends on JP Morgan Core Bond	Elmer	30.08	28,163.63
General Journal	5/1/2013	EJ20130501		Dividends on Mainstay High Yield Corp Bd	Elmer	61.67	28,225.30
General Journal	5/1/2013	EJ20130501		Dividends on Oppenheimer Intl Bd	Elmer	17.94	28,243.24
General Journal	5/1/2013	EJ20130501		Dividends on Pimco Total Return IV	Elmer	13.27	28,256.51
General Journal	5/1/2013	EJ20130501		Dividends on T Rowe Price New Income	Elmer	38.30	28,294.81
General Journal	5/2/2013	EJ20130502		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.65	28,321.46
Total Dividend Income						28,321.46	28,321.46
Interest Income							
General Journal	12/27/2010	EJ 20101202		Interest on VK Bld Amer Bonds	Survivor	67.90	67.90
General Journal	12/27/2010	EJ 20101202		Interest on Invsco Bld Amer Bds	Survivor	23.70	91.60
General Journal	12/31/2010	EJ 20101203		Interest for December	Survivor	0.03	91.63
General Journal	1/20/2011	EJ 20110102		Interest on Toyota Moter Cr Corp	Survivor	25.00	116.63
General Journal	1/25/2011	EJ 20110103		Interest on VK Bld Amer Bonds	Survivor	67.90	184.53
General Journal	1/25/2011	EJ 20110103		Interest on VK Bld Amer Bonds	Survivor	51.00	235.53
General Journal	2/22/2011	EJ 20110204		Interest on Toyota Motor Cr Corp	Survivor	25.00	260.53
General Journal	2/22/2011	EJ 20110204		Interest on Money Market Fund	Survivor	0.01	260.54
General Journal	2/25/2011	EJ 20110205		Interest on VK Bld Amer Bonds Incm	Survivor	68.04	328.58
General Journal	2/25/2011	EJ 20110205		Interest on Invsco Bld Amer Bonds Incm	Survivor	50.90	379.48
General Journal	3/15/2011	EJ 20110301		Interest on GMAC Smartnotes	Survivor	317.25	696.73
General Journal	3/21/2011	EJ 20110302		Interest on Toyota Motor Cr Corp	Survivor	25.00	721.73
General Journal	3/25/2011	EJ 20110303		Interest on VK Bld Amer Bonds Incm	Survivor	67.90	789.63
General Journal	3/25/2011	EJ 20110303		Interest on Invsco Bld Amer Bds Incm	Survivor	51.00	840.63
General Journal	4/14/2011	EJ 20110402		Accrued Int - Sale of Toyota Motor Cr Corp	Survivor	20.00	860.63
General Journal	4/14/2011	EJ 20110402		Accrued Interest Sale of GMAC SmartNotes	Survivor	51.11	911.74
General Journal	4/15/2011	EJ20110421		Interest on GE Capital Corp Internotes	Survivor	333.13	1,244.87
General Journal	4/20/2011	EJ 20110403		Proceeds from Sale of In Fin Auth Rev Parkview Hlth	Survivor	387.29	1,632.16
General Journal	4/25/2011	EJ 20110404		Interest on VK Bld Amer Bonds Incm	Survivor	67.76	1,699.92
General Journal	4/25/2011	EJ 20110404		Interest on Invsco Bld Amer Bds Incm	Survivor	50.90	1,750.82
General Journal	5/13/2011	EJ20110521		Sell GE Capital Corp Internotes	Survivor	51.82	1,802.64
General Journal	5/13/2011	EJ20110521		Sell GMAC Smartnotes	Survivor	277.50	2,080.14
General Journal	5/23/2011	EJ20110523		Interest on Money Market Funds	Survivor	0.93	2,081.07
General Journal	5/25/2011	EJ20110502		Interest on VK Bld Amer Bonds Incm	Survivor	67.76	2,148.83
General Journal	5/25/2011	EJ20110502		Interest on Invsco Bld Amer Bds Incm	Survivor	51.00	2,199.83
General Journal	6/21/2011	EJ20110621		Interest on Money Market Funds	Survivor	0.30	2,200.13
General Journal	6/27/2011	EJ20110604		Interest on VK Bld Amer Bonds	Survivor	67.90	2,268.03
General Journal	6/27/2011	EJ20110604		Interest on Invsco Bld Amer Bds	Survivor	50.90	2,318.93
General Journal	7/25/2011	EJ20110701		Interest on VK Bld Amer Bonds	Survivor	67.76	2,386.69
General Journal	7/25/2011	EJ20110701		Interest on VK Bld Amer Bonds	Survivor	51.00	2,437.69
General Journal	8/1/2011	EJ20110801		Interest on VK Bld Amer Bonds Incm	Survivor	67.76	2,505.45
General Journal	8/1/2011	EJ20110801		Interest on Invsco Bld Amer Bds Incm	Survivor	50.90	2,556.35
General Journal	9/26/2011	EJ20110901		Interest on VK Bld Amer Bonds Incm	Survivor	68.04	2,624.39
General Journal	9/26/2011	EJ20110901		Interest on Invsco Bld Amer Bds Incm	Survivor	50.90	2,675.29
General Journal	10/13/2011	EJ20111001		Accrued Interest in Sale of VK Bld Amer Bonds	Survivor	6.72	2,682.01
General Journal	10/25/2011	EJ20111002		Interest in VK Bld Amer Bonds Incm	Survivor	67.90	2,749.91
General Journal	10/25/2011	EJ20111002		Interest in Invsco Bld Amer Bds Incm	Survivor	51.10	2,801.01
General Journal	11/16/2011	EJ20111103		Proceeds from Sale of Invsco Bld Amer Bds	Survivor	10.20	2,811.21
General Journal	11/21/2011	EJ20111105		Interest on Money Market Funds	Survivor	0.05	2,811.26
General Journal	11/25/2011	EJ20111106		Interest on Invsco Bld Amer Bds Incm	Survivor	51.00	2,862.26
General Journal	10/10/2012	EJ20120422		Interest income	Survivor	0.27	2,862.53
General Journal	10/12/2012	EJ20120443		Interest Earned	Elmer	1.17	2,863.70
Deposit	10/23/2012			October Interest	Survivor	17.34	2,881.04
General Journal	11/7/2012	EJ20120424		Interest inc	Survivor	5.72	2,886.76

PROTECTION

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	11/9/2012	EJ20120445		Interest inc	Elmer	1.08	2,887.84
Deposit	11/21/2012			November Interest	Survivor	26.47	2,914.31
General Journal	12/7/2012	EJ20120425		Interest inc	Survivor	6.13	2,920.44
General Journal	12/11/2012	EJ20120446		Interest Earned	Elmer	1.23	2,921.67
Deposit	12/20/2012			December Interest	Survivor	20.08	2,941.75
General Journal	1/9/2013	EJ20120427		Interest inc	Survivor	6.75	2,948.50
General Journal	1/11/2013	EJ20120447		Interest Earned	Elmer	1.19	2,949.69
Deposit	1/23/2013			January Interest	Survivor	23.32	2,973.01
General Journal	2/6/2013	EJ20120428		Interest Inc	Survivor	5.74	2,978.75
General Journal	2/8/2013	EJ20120448		Interest Earned	Elmer	1.08	2,979.83
Deposit	2/20/2013			February Interest	Survivor	19.23	2,999.06
General Journal	3/8/2013	EJ20120430		Interest Earned	Survivor	6.15	3,005.21
General Journal	3/12/2013	EJ20120449		Interest Earned	Elmer	1.66	3,006.87
Deposit	3/21/2013			March Interest	Survivor	19.91	3,026.78
General Journal	4/9/2013	EJ20120432		Interest Earned	Survivor	6.55	3,033.33
General Journal	4/11/2013	EJ20120452		Interest Earned	Elmer	1.77	3,035.10
Deposit	4/22/2013			April Interest	Survivor	21.98	3,057.08
General Journal	5/9/2013	EJ20120433		Interest Earned	Survivor	5.90	3,062.98
General Journal	5/13/2013	EJ20120453		Interest Earned	Elmer	1.46	3,064.44
Deposit	5/22/2013			May Interest	Survivor	20.61	3,085.05
Total Interest Income						3,085.05	3,085.05
Long Term Capital Gains - Funds							
General Journal	12/31/2010	EJ20101216		LTCG from Oppenheimer Intl Bond Fund Y	Elmer	75.11	75.11
General Journal	12/8/2011	EJ20111214		LTCG on T Rowe Price New Income	Elmer	77.13	152.24
General Journal	12/16/2011	EJ20111218		LTCG on JP Morgan Core Bond	Elmer	26.07	178.31
General Journal	12/16/2011	EJ20111218		LTCG on JP Morgan High Yield	Elmer	58.93	237.24
General Journal	12/19/2011	EJ20111219		LTCG on Credit Suisse Comm Ret Strat	Elmer	6.24	243.48
General Journal	12/20/2011	EJ20111220		LTCG on DWS Small Cap Value	Elmer	42.21	285.69
General Journal	12/28/2011	EJ20111225		LTCG on Loomis Sayles Inv Grade Bd	Elmer	47.77	333.46
General Journal	6/26/2012	EJ20120608		LTCG on Baron Small Cap	Elmer	2.48	335.94
General Journal	11/30/2012	EJ20121104		LTCG on Baron Small Cap	Elmer	152.76	488.70
General Journal	12/10/2012	EJ20121205		LTCG on T Rowe Price New Income	Elmer	85.71	574.41
General Journal	12/13/2012	EJ20121207		LTCG on Pimco Total Return IV	Elmer	26.80	601.21
General Journal	12/14/2012	EJ20121208		LTCG on JP Morgan Core Bond	Elmer	16.83	618.04
General Journal	12/20/2012	EJ20121210		LTCG on DWS Small Cap Value	Elmer	76.86	694.90
General Journal	12/21/2012	EJ20121211		LTCG on Capital World Bond	Elmer	41.81	736.71
General Journal	12/24/2012	EJ20121212		LTCG on Investment Co of America	Elmer	176.84	913.55
General Journal	12/24/2012	EJ20121212		LTCG on Loomis Sayles Inv Grade Bd	Elmer	62.90	976.45
General Journal	12/31/2012	EJ20121215		LTCG on Oppenheimer Intl Bd	Elmer	31.01	1,007.46
General Journal	3/22/2013	EJ20130307		LTCG on DWS Small Cap Value	Elmer	39.85	1,047.31
Total Long Term Capital Gains - Funds						1,047.31	1,047.31
Short Term Capital Gains- Funds							
General Journal	1/24/2011	EJ20110107		STCG on Fidelity New Insights Fd Instl	Elmer	1.98	1.98
General Journal	2/14/2011	EJ20110204		STCG on Fidelity New Insights Fd Instl	Elmer	22.38	24.36
General Journal	12/8/2011	EJ20111214		STCG on T Rowe Price New Income	Elmer	38.56	62.92
General Journal	12/16/2011	EJ20111218		STCG on JP Morgan High Yield	Elmer	36.12	99.04
General Journal	12/28/2011	EJ20111225		STCG on Loomis Sayles Inv Grade Bd	Elmer	16.95	115.99
General Journal	12/10/2012	EJ20121205		STCG on T Rowe Price New Income	Elmer	68.57	184.56
General Journal	12/13/2012	EJ20121207		STCG on Pimco Total Return IV	Elmer	173.87	358.43
General Journal	12/14/2012	EJ20121208		STCG on JP Morgan Core Bond	Elmer	1.54	359.97
General Journal	12/17/2012	EJ20121209		STCG on Fidelity New Insights	Elmer	86.18	446.15
General Journal	12/20/2012	EJ20121210		STCG on DWS Small Cap Value	Elmer	14.89	461.04
General Journal	12/21/2012	EJ20121211		STCG on Capital World Bond	Elmer	22.74	483.78
General Journal	12/24/2012	EJ20121212		STCG on Loomis Sayles Inv Grade Bd	Elmer	5.32	489.10
Total Short Term Capital Gains- Funds						489.10	489.10
Stock Sales less Broker Fees							
General Journal	1/4/2011	EJ 20110101		Sale of Deere & Co Stock	Survivor	10,082.45	10,082.45
General Journal	1/4/2011	EJ 20110101		Commission on Sale of Deere & Co Stock	Survivor	-208.11	9,874.34
General Journal	1/4/2011	EJ 20110101		Transaction Fee on Sale of Deere & Co Stock	Survivor	-4.95	9,869.39
General Journal	2/8/2011	EJ 20110202		Sell 275 Shares Deere & Co	Survivor	25,563.45	35,432.84
General Journal	2/8/2011	EJ 20110202		Commission on Sale of 275 Shares Deere & Co	Survivor	-460.63	34,972.21
General Journal	2/8/2011	EJ 20110202		Transaction Fee on Sale of 275 Shares Deere & Co	Survivor	-4.95	34,967.26
General Journal	4/14/2011	EJ 20110402		Principal Amt Sale of Toyota Motor Cr Corp	Survivor	5,000.00	39,967.26
General Journal	4/14/2011	EJ 20110402		Transaction Fee - Sale of Toyota Motor Cr Corp	Survivor	-4.95	39,962.31
General Journal	4/14/2011	EJ 20110402		Principal Amt Sale of GMAC SmartNotes	Survivor	8,730.00	48,692.31
General Journal	4/14/2011	EJ 20110402		Transaction Fee - Sale of GMAC SmartNotes	Survivor	-4.95	48,687.36
General Journal	4/20/2011	EJ 20110403		Proceeds from Sale of In Fin Auth Rev Parkview Hlth	Survivor	14,824.35	63,511.71
General Journal	4/20/2011	EJ 20110403		Transaction Fee from Sale of In Fin Auth Rev Parkview Hlth	Survivor	-4.95	63,506.76
General Journal	5/13/2011	EJ20110521		Transaction Fee on Sale of GE Capital Corp Internotes	Survivor	-4.95	63,501.81
General Journal	5/13/2011	EJ20110521		Transaction Fee on Sale of GMAC Smartnotes	Survivor	-4.95	63,496.86
General Journal	5/16/2011	EJ20110522		Commission on Sale Chevron Corp	Survivor	-199.66	63,297.20
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale Chevron Corp	Survivor	-4.95	63,292.25
General Journal	5/16/2011	EJ20110522		Commission on Sale of Stryker Corp	Survivor	-228.32	63,063.93
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Stryker Corp	Survivor	-4.95	63,058.98
General Journal	5/16/2011	EJ20110522		Commission on Sale of Dow Chemical	Survivor	-146.44	62,912.54
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Dow Chemical	Survivor	-4.95	62,907.59
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Warrants (WSA)	Survivor	-50.00	62,857.59
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Warrants (WSA)	Survivor	-4.95	62,852.64
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Warrants (WSB)	Survivor	-50.00	62,802.64
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Warrants (WSB)	Survivor	-4.95	62,797.69
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Common	Survivor	-4.95	62,792.74
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Common	Survivor	-50.00	62,742.74
General Journal	5/27/2011	EJ20110524		Adjust Value on GE Capital Corp Internotes	Survivor	-46.87	62,695.87
General Journal	5/27/2011	EJ20110524		Adjust Value on GMAC SmartNotes	Survivor	-272.55	62,423.32
General Journal	5/27/2011	EJ20110524		Adjust Value on Chevron Corp (CVX)	Survivor	204.61	62,627.93

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	5/27/2011	EJ20110524		Adjust Value on Dow Chemical (DOW)	Survivor	151.38	62,779.32
General Journal	5/27/2011	EJ20110524		Adjust Value on Gen Motors Warrants (WSA)	Survivor	54.95	62,834.27
General Journal	5/27/2011	EJ20110524		Adjust Value on Gen Motors Warrants (WSB)	Survivor	54.95	62,889.22
General Journal	5/27/2011	EJ20110524		Adjust Value on Gen Motors Co (GM)	Survivor	54.95	62,944.17
General Journal	5/27/2011	EJ20110524		Adjust Value on Stryker Corp (SYK)	Survivor	233.27	63,177.44
General Journal	6/10/2011	EJ20110601		Sales Price on Sale of 623 Sh Deere & Company	Survivor	51,039.90	114,217.34
General Journal	6/10/2011	EJ20110601		Commission on Sale of 623 Sh Deere & Company	Survivor	-643.86	113,573.48
General Journal	6/10/2011	EJ20110601		Transaction Fee on Sale of 623 Sh Deere & Company	Survivor	-4.95	113,568.53
General Journal	6/10/2011	EJ20110123		Exxon IDC000946776 Invest Inc	Survivor	896.76	114,465.29
General Journal	7/28/2011	EJ20110721		Redeem Gen Motors Co Warrant (WSB)	Survivor	12.93	114,478.22
General Journal	7/28/2011	EJ20110721		Redeem Gen Motors Co Warrant (WSA)	Survivor	17.87	114,496.09
General Journal	7/28/2011	EJ20110721		Redeem Gen Motors Co Common	Survivor	0.37	114,496.46
General Journal	10/13/2011	EJ20111001		Proceeds from Sale of VK Bld Amer Bonds	Survivor	14,492.80	128,989.26
General Journal	10/26/2011	EJ20111003		Sale Price in Sale of Deere & Co Stock	Survivor	30,470.12	159,459.38
General Journal	10/26/2011	EJ20111003		Commission in Sale of Deere & Co Stock	Survivor	-458.73	159,000.65
General Journal	10/26/2011	EJ20111003		Transaction Fee in Sale of Deere & Co Stock	Survivor	-4.95	158,995.70
General Journal	10/28/2011	EJ20111022		Redeem Gen Motors Warrant (WSB)	Survivor	8.33	159,004.03
General Journal	10/28/2011	EJ20111022		Redeem Gen Motors Warrant (WSA)	Survivor	11.92	159,015.95
General Journal	10/28/2011	EJ20111022		Redeem Gen Motors Common	Survivor	19.85	159,035.80
General Journal	11/15/2011	EJ20111102		Sale of Deere & Co Stock	Survivor	14,381.25	173,417.05
General Journal	11/15/2011	EJ20111102		Commission on Sale of Deere & Co Stock	Survivor	-266.15	173,150.90
General Journal	11/15/2011	EJ20111102		Transaction Fee on Sale of Deere & Co Stock	Survivor	-4.95	173,145.95
General Journal	11/18/2011	EJ20111103		Proceeds from Sale of Invsco Bld Amer Bds	Survivor	10,508.70	183,654.65
General Journal	1/9/2012	EJ20120121		Commission on Sale of Gen Motors Common	Survivor	-2.10	183,652.55
General Journal	1/9/2012	EJ20120121		Transaction Fee on Sale of Gen Motors Common	Survivor	-4.95	183,647.60
General Journal	1/27/2012	EJ20120122		Adjust Value on Gen Motors Common	Survivor	7.02	183,654.62
General Journal	6/15/2012	EJ20120621		Redeem Motors Liq Co Guc Tr Ben Int	Survivor	8.17	183,662.79
Total Stock Sales less Broker Fees						183,662.79	183,662.79
Total Investment Income						216,605.71	216,605.71
Miscellaneous Income							
Deposit	12/31/2010			Deposit	Nelva	70.30	70.30
General Journal	3/11/2011	EJ20120460		Invest inc	Nelva	390.64	460.94
General Journal	4/11/2011	EJ20120463		Online Banking Transfer from chking Acct 2839	Nelva	1,500.00	1,960.94
General Journal	5/9/2011	EJ20110122		Invest Inc	Survivor	4.18	1,965.12
General Journal	6/28/2011	EJ20120471		Invest inc.	Nelva	725.64	2,690.76
General Journal	8/18/2011	EJ20120473		Invest inc	Nelva	702.72	3,393.48
General Journal	9/19/2011	EJ20120475		Invest inc	Nelva	507.76	3,901.24
General Journal	11/9/2011	EJ20110147		Invest Inc	Survivor	30.40	3,931.64
General Journal	1/3/2012	EJ20120436		Counter credit - Invest inc	Elmer	495.72	4,427.36
General Journal	3/7/2012	EJ20110153		Other income	Survivor	20.49	4,447.85
General Journal	3/13/2012	EJ20120411		--Split--	Survivor	237.16	4,685.01
General Journal	4/16/2012	EJ20120440		fed - invest inc	Elmer	383.45	5,068.46
General Journal	5/17/2012	EJ20120418		Invest Income	Survivor	30.40	5,098.86
General Journal	6/5/2012	EJ20120419		Invest inc	Survivor	71.04	5,169.90
General Journal	10/15/2012	EJ20120444		Invest inc	Elmer	57.86	5,227.76
General Journal	10/26/2012	EJ20120423		Invest inc	Survivor	24.04	5,251.80
General Journal	11/22/2012	EJ20120435		Invest inc	Elmer	381.32	5,633.12
General Journal	12/24/2012	EJ20120426		Inv inc - Chevron and Metlife	Survivor	104.26	5,737.38
General Journal	3/1/2013	EJ20120429		Inv inc - John Deere	Survivor	71.61	5,808.99
General Journal	3/13/2013	EJ20120439		Other inc	Elmer	495.72	6,304.71
General Journal	4/5/2013	EJ20120431		Deposit --Split--	Survivor	54.22	6,358.93
General Journal	4/5/2013	EJ20120451		Hull Co-op Invest inc	Elmer	101.80	6,460.73
Total Miscellaneous Income						6,460.73	6,460.73
Pension Income							
Deposit	12/31/2010			Pension ID [redacted]9128	Nelva	594.41	594.41
Deposit	12/31/2010			Minnesota Life Annuity	Nelva	91.78	686.19
General Journal	1/31/2011	BOA20110105		Net Pension Receipt	Survivor	600.71	1,286.90
General Journal	2/2/2011	BOA20110106		Minnesota Life DES:Annuity ID:0	Survivor	91.78	1,378.68
General Journal	2/28/2011	BOA20110111		Benefits DES: Pension ID:[redacted]0518	Survivor	600.71	1,979.39
General Journal	3/1/2011	BOA20110112		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,071.17
General Journal	3/31/2011	BOA20110114		Benefits DES:Pension ID:[redacted]0208	Survivor	600.71	2,671.88
General Journal	4/1/2011	BOA20110115		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,763.66
General Journal	4/29/2011	EJ20110110		Benefits DES:Pension ID:[redacted]0518	Survivor	600.71	3,364.37
General Journal	4/29/2011	EJ20110111		Minnesota Life DES:Annuity ID:0	Survivor	91.78	3,456.15
General Journal	5/31/2011	EJ20110116		Benefits DES:Pension ID:[redacted]0508	Survivor	600.71	4,056.86
General Journal	6/1/2011	EJ20110119		Minnesota Life DES: Annuity ID:0	Survivor	91.78	4,148.64
General Journal	6/30/2011	EJ20110124		Benefits DES:Pension ID:[redacted]0218	Survivor	600.71	4,749.35
General Journal	7/1/2011	EJ20110125		Minnesota Life DES:Annuity ID:0	Survivor	91.78	4,841.13
General Journal	7/29/2011	EJ20110128		Benefits DES:Pension ID:[redacted]0528	Survivor	600.71	5,441.84
General Journal	8/1/2011	EJ20110129		Minnesota Life DES:Annuity ID:0	Survivor	91.78	5,533.62
General Journal	8/31/2011	EJ20110134		Benefits DES:Pension ID:[redacted]0168	Survivor	600.71	6,134.33
General Journal	9/1/2011	EJ20110135		Minnesota Life DES: Annuity ID:0	Survivor	91.78	6,226.11
General Journal	9/30/2011	EJ20110141		Minnesota Life DES: Annuity ID:0	Survivor	91.78	6,317.89
General Journal	9/30/2011	EJ20110142		Benefits DES:Pension ID:[redacted]2468	Survivor	600.71	6,918.60
General Journal	10/31/2011	EJ20110144		Benefits DES:Pension ID:[redacted]3478	Survivor	600.71	7,519.31
General Journal	11/1/2011	EJ20110145		Minnesota Life DES:Annuity ID:0	Survivor	91.78	7,611.09
General Journal	11/1/2011	EJ20110157		Minnesota Life Des:Annuity ID:0	Survivor	91.78	7,702.87
General Journal	11/30/2011	EJ20110149		Benefits DES:Pension ID:[redacted]3368	Survivor	600.71	8,303.58
Total Pension Income						8,303.58	8,303.58
Proceeds from Sale of Home							
General Journal	3/12/2012	EJ20120408		Option fee for house - Other Inc	Survivor	100.00	100.00
General Journal	3/14/2012	EJ20120413		Sale of house - Other income	Survivor	433,129.32	433,229.32
General Journal	3/23/2012	EJ20120414		Sale of house --Split--	Survivor	162.73	433,392.05

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Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Total Proceeds from Sale of Home						433,392.05	433,392.05
Social Security Income							
General Journal	2/3/2011	EJ20120457		Soc Security ID:2	Nelva	1,780.00	1,780.00
General Journal	3/3/2011	EJ20120459		Social Security	Nelva	1,780.00	3,560.00
General Journal	4/1/2011	EJ20120462		Social Security	Nelva	1,780.00	5,340.00
General Journal	5/2/2011	EJ20120464		Social Security	Nelva	1,780.00	7,120.00
General Journal	6/3/2011	EJ20120465		Social Security	Nelva	1,780.00	8,900.00
General Journal	7/1/2011	EJ20120469		Social Security	Nelva	1,780.00	10,680.00
General Journal	8/3/2011	EJ20120472		Social Security	Nelva	1,780.00	12,460.00
General Journal	9/2/2011	EJ20120474		Social Security	Nelva	1,780.00	14,240.00
General Journal	10/3/2011	EJ20120477		Social Security	Nelva	1,780.00	16,020.00
General Journal	11/3/2011	EJ20120478		Social Security	Nelva	1,780.00	17,800.00
Total Social Security Income						17,800.00	17,800.00
Tax Refunds							
General Journal	1/3/2011	BOA20110101		US Treasury 310 DES	Survivor	1,780.00	1,780.00
General Journal	1/11/2012	EJ20110159		Tax Refund	Survivor	6,215.87	7,995.87
General Journal	4/16/2012	EJ20120441		Federal tax refund	Elmer	6,913.00	14,908.87
General Journal	4/25/2012	EJ20120416		Federal Tax Refund	Survivor	4,908.00	19,816.87
Total Tax Refunds						19,816.87	19,816.87
Total Income						830,169.35	830,169.35
Expense							
Automobile Expense							
Check	1/18/2011	EFT	Exxon Mobil	Auto:Fuel	Nelva	20.93	20.93
Check	1/27/2011	EFT	Chevron	Fuel	Nelva	20.86	41.79
Check	1/31/2011	EFT	Chevron	Fuel	Nelva	21.07	62.86
Check	2/8/2011	EFT	Exxon Mobil	Fuel	Nelva	20.06	82.92
Check	2/9/2011	EFT	Nnt Hare Repai	Auto Service	Nelva	574.65	657.57
Check	2/10/2011	EFT	Exxon Mobil	Fuel	Nelva	10.67	668.24
Check	2/14/2011	EFT	Chevron	Fuel	Nelva	20.10	688.34
Check	2/23/2011	EFT	Exxon Mobil	Fuel	Nelva	20.36	708.70
Check	3/2/2011	EFT	Exxon Mobil	Fuel	Nelva	21.69	730.39
Check	3/7/2011	EFT	Chevron	Fuel	Nelva	22.98	753.37
Check	3/14/2011	EFT	Chevron	Fuel	Nelva	22.20	775.57
Check	3/14/2011	EFT	Exxon Mobil	Fuel	Nelva	22.20	797.77
Check	3/21/2011	EFT	Chevron	Fuel	Nelva	21.50	819.27
Check	3/21/2011	EFT	Chevron	Fuel	Nelva	24.55	843.82
Check	3/23/2011	EFT	Chevron	Fuel	Nelva	24.66	868.48
Check	3/28/2011	EFT	Chevron	Fuel	Nelva	21.76	890.24
Check	3/29/2011	EFT	Chevron	Fuel	Nelva	22.76	913.00
Check	4/1/2011	EFT	Chevron	Fuel	Nelva	24.65	937.65
Check	4/8/2011	EFT	Exxon Mobil	Fuel	Nelva	54.60	992.25
Check	4/14/2011	EFT	Chevron	Fuel	Nelva	21.02	1,013.27
Check	4/18/2011	EFT	Chevron	Fuel	Nelva	23.88	1,037.15
Check	4/18/2011	EFT	Exxon Mobil	Fuel	Nelva	22.51	1,059.66
Check	4/25/2011	EFT	Fastop	Fuel	Nelva	2.90	1,062.56
Check	4/25/2011	EFT	Fastop	Fuel	Nelva	50.84	1,113.40
Check	4/25/2011	EFT	Exxon Mobil	Fuel	Nelva	59.02	1,172.42
Check	4/25/2011	EFT	Chevron	Fuel	Nelva	14.05	1,186.47
Check	5/3/2011	EFT	Exxon Mobil	Fuel	Nelva	28.78	1,215.25
Check	5/6/2011	EFT	Exxon Mobil	Fuel	Nelva	23.63	1,238.88
Check	5/9/2011	EFT	Exxon Mobil	Fuel	Nelva	27.80	1,266.68
Check	5/9/2011	EFT	Chevron	Fuel	Nelva	28.76	1,295.44
Check	5/16/2011	EFT	Chevron	Fuel	Nelva	29.32	1,324.76
Check	5/16/2011	EFT	Exxon Mobil	Fuel	Nelva	24.64	1,349.40
Check	5/20/2011	EFT	Chevron		Nelva	23.73	1,373.13
Check	5/23/2011	EFT	Chevron	Fuel	Nelva	24.40	1,397.53
Check	5/23/2011	EFT	Chevron	Fuel	Nelva	2.90	1,400.43
Check	5/24/2011	EFT	Chevron	Fuel	Nelva	23.33	1,423.76
Check	5/25/2011	EFT	TX Med Ctr Garage	Parking	Nelva	6.00	1,429.76
Check	5/26/2011	EFT	TX Med Ctr Garage	parking	Nelva	6.00	1,435.76
Check	5/27/2011	EFT	TX Med Ctr Garage	parking	Nelva	5.00	1,440.76
Check	5/31/2011	EFT	TX Med Ctr Garage	parking	Nelva	6.00	1,446.76
Check	5/31/2011	EFT	Chevron	Fuel	Nelva	24.48	1,471.24
Check	5/31/2011	EFT	TX Med Ctr Garage	parking	Nelva	2.00	1,473.24
Check	6/3/2011	EFT	Chevron	Fuel	Nelva	24.00	1,497.24
Check	6/6/2011	EFT	Exxon Mobil	Fuel	Nelva	43.12	1,540.36
Check	6/7/2011	EFT	Chevron	Fuel	Nelva	22.92	1,563.28
Check	6/8/2011	EFT	Exxon Mobil	Fuel	Nelva	22.08	1,585.36
Check	6/13/2011	EFT	Exxon Mobil	Fuel	Nelva	23.84	1,609.20
Check	6/14/2011	EFT	Exxon Mobil	Fuel	Nelva	29.37	1,638.57
Check	6/15/2011	EFT	Chevron	Fuel	Nelva	26.47	1,665.04
Check	6/20/2011	EFT	Exxon Mobil	Fuel	Nelva	25.60	1,690.64
Check	6/21/2011	EFT	Chevron	Fuel	Nelva	26.58	1,717.22
Check	6/27/2011	EFT	Chevron	Fuel	Nelva	25.13	1,742.35
Check	6/28/2011	EFT	Chevron	Fuel	Nelva	22.70	1,765.05
Check	7/1/2011	EFT	Chevron	Fuel	Nelva	26.25	1,791.30
Check	7/5/2011	EFT	Shell	Fuel	Nelva	23.05	1,814.35
Check	7/5/2011	EFT	Chevron	Fuel	Nelva	26.86	1,841.21
Check	7/8/2011	EFT	Chevron	Fuel	Nelva	25.68	1,866.89
Check	7/11/2011	EFT	Chevron	Fuel	Nelva	21.07	1,887.96
Check	7/13/2011	EFT	Chevron	Fuel	Nelva	23.37	1,911.33
Check	7/18/2011	EFT	Exxon Mobil	Fuel	Nelva	25.35	1,936.68
Check	7/19/2011	EFT	Chevron	Fuel	Nelva	30.18	1,966.86
Check	7/20/2011	EFT	Chevron	Fuel	Nelva	24.10	1,990.96

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	7/25/2011	EFT	Chevron	Fuel	Nelva	26.07	2,017.03
Check	7/27/2011	EFT	Chevron	Fuel	Nelva	24.45	2,041.48
Check	8/1/2011	EFT	Exxon Mobil	Fuel	Nelva	25.68	2,067.16
Check	8/1/2011	EFT	Chevron	Fuel	Nelva	21.07	2,088.23
Check	8/2/2011	EFT	Chevron	Fuel	Nelva	20.62	2,108.85
Check	8/8/2011	EFT	Chevron	Fuel	Nelva	25.37	2,134.22
Check	8/9/2011	EFT	Chevron	Fuel	Nelva	26.27	2,160.49
Check	8/10/2011	EFT	Exxon Mobil	Fuel	Nelva	25.53	2,186.02
Check	8/15/2011	EFT	Chevron	Fuel	Nelva	25.41	2,211.43
Check	8/17/2011	EFT	Chevron	Fuel	Nelva	26.21	2,237.64
Check	8/22/2011	EFT	Chevron	Fuel	Nelva	25.52	2,263.16
Check	8/23/2011	EFT	Chevron	Fuel	Nelva	22.25	2,285.41
Check	8/25/2011	EFT	Chevron	Fuel	Nelva	15.14	2,300.55
Check	8/29/2011	EFT	Chevron	Fuel	Nelva	20.14	2,320.69
Check	8/31/2011	EFT	Chevron	Fuel	Nelva	20.16	2,340.85
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	21.50	2,362.35
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	16.07	2,378.42
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	14.34	2,392.76
Check	9/7/2011	EFT	Chevron	Fuel	Nelva	21.15	2,413.91
Check	9/13/2011	EFT	Exxon Mobil	Fuel	Nelva	23.96	2,437.87
Check	9/15/2011	EFT	Chevron	Fuel	Nelva	20.57	2,458.44
Check	9/19/2011	EFT	Chevron	Fuel	Nelva	20.23	2,478.67
Check	9/22/2011	EFT	Chevron	Fuel	Nelva	23.31	2,501.98
Check	9/27/2011	EFT	Chevron	Fuel	Nelva	25.07	2,527.05
Check	9/30/2011	EFT	Chevron	Fuel	Nelva	23.30	2,550.35
Check	10/3/2011	EFT	Chevron	Fuel	Nelva	25.22	2,575.57
Check	10/5/2011	EFT	Exxon Mobil	Fuel	Nelva	20.11	2,595.68
Check	10/8/2011	EFT	Chevron	Fuel	Nelva	20.52	2,616.20
Check	10/11/2011	EFT	Chevron	Fuel	Nelva	21.07	2,637.27
Check	10/12/2011	EFT	Chevron	Fuel	Nelva	22.02	2,659.29
Check	10/12/2011	EFT	Exxon Mobil	Fuel	Nelva	2.14	2,661.43
Check	10/14/2011	EFT	Chevron	Fuel	Nelva	24.70	2,686.13
Check	10/17/2011	EFT	Chevron	fuel	Nelva	21.07	2,707.20
Check	10/17/2011	EFT	Chevron	Fuel	Nelva	20.92	2,728.12
Check	10/19/2011	ETVFT	Chevron	Fuel	Nelva	21.78	2,749.90
Check	10/26/2011	eft	Exxon Mobil	fUEL	Nelva	20.25	2,770.15
Check	10/27/2011	EFT	Chevron	Fuel	Nelva	20.99	2,791.14
Check	10/31/2011	EFT	Chevron	Fuel	Nelva	22.72	2,813.86
Check	10/31/2011	EFT	Chevron	Fuel	Nelva	21.06	2,834.92
Check	11/2/2011	EFT	Chevron	Fuel	Nelva	20.90	2,855.82
Check	11/4/2011	EFT	Chevron	Fuel	Nelva	19.91	2,875.73
Check	11/7/2011	EFT	Chevron	Fuel	Nelva	22.79	2,898.52
Check	11/9/2011	EFT	Chevron	Fuel	Nelva	20.41	2,918.93
Check	11/14/2011	eft	Chevron	fUEL	Nelva	25.76	2,944.69
Check	11/14/2011	eft	Chevron	Fuel	Nelva	21.07	2,965.76
Total Automobile Expense						2,965.76	2,965.76
Bank & Brokerage Charges							
Check	12/23/2010	EFT	Bank of America	External Transfer Fee	Nelva	3.00	3.00
General Journal	12/28/2010	EJ20101214		Offset Admin Fee	Elmer	-13.88	-10.88
Check	12/30/2010	EFT	Bank of America	Check Order	Nelva	27.00	16.12
General Journal	1/6/2011	EJ20110106		Advisory Solutions Program Fee	Elmer	305.91	322.03
Check	1/13/2011	EFT	Bank of America	Check Order	Nelva	26.00	348.03
Check	1/19/2011	EFT	Bank of America	NSF Returned Item Fee for Activity	Nelva	35.00	383.03
Check	1/19/2011	EFT	Bank of America	NSF Overdraft Item Fee For Activity	Nelva	35.00	418.03
Check	1/19/2011	EFT	Bank of America	NSF: Returned Item Fee for Activity	Nelva	35.00	453.03
Check	1/20/2011	EFT	Bank of America	External Transfer Fee	Survivor	3.00	456.03
General Journal	1/27/2011	EJ20110108		Offset of Admin Fee	Elmer	-12.41	443.62
General Journal	1/27/2011	EJ20120456		Fee Refund Nbkhuz8 - Reimbursement	Nelva	-105.00	338.62
General Journal	2/4/2011	EJ20110203		Redeem JPM Fed Money Market Instl Cl	Elmer	297.60	636.22
General Journal	2/23/2011	EJ20110205		Fee Offset Less Admin Fee	Elmer	-11.67	624.55
General Journal	3/4/2011	EJ20110303		Redeem JPM Fed Money Market Inst	Elmer	273.03	897.58
General Journal	3/11/2011	DR12110301		Svc Fee on Reinvestment of Dividends on Chevron Stock	Family	3.00	900.58
General Journal	3/23/2011	EJ20110306		Fee Offset Less Admin Fee	Elmer	-13.01	887.57
General Journal	4/5/2011	EJ20110403		Redeem JPM Fed Money Market Instl Cl	Elmer	300.68	1,188.25
General Journal	4/21/2011	EJ20110404		Fee Offset Less Admin Fee	Elmer	-11.70	1,176.55
General Journal	5/5/2011	EJ20110502		Redeem JPM Fed Money Market Instl	Elmer	295.92	1,472.47
General Journal	5/17/2011	EJ20110503		Fee Offset Less Admin Fee	Elmer	-12.12	1,460.35
General Journal	6/1/2011	EJ20110602		Minimum Balance Fee	Survivor	3.00	1,463.35
General Journal	6/1/2011	EJ20110601		Redeem JPM Fed Money Market Instl Cl	Elmer	305.34	1,768.69
Check	6/14/2011	EFT	Bank of America	External Transfer Fee - 3 Day bank charge	Survivor	3.00	1,771.69
General Journal	6/22/2011	EJ20110604		Fee Offset Less Admin Fee	Elmer	-11.59	1,760.10
Check	6/23/2011	EFT	Bank of America	Check order fee	Nelva	23.00	1,783.10
General Journal	7/8/2011	EJ20110703		Redeemed JPM Fed Money Market Instl Cl	Elmer	288.60	2,071.70
Check	7/20/2011	EFT	Bank of America	Safebox Fee	Survivor	8.00	2,079.70
General Journal	7/26/2011	EJ20110704		Fee Offset Less Admin Fee	Elmer	-12.20	2,067.50
Check	7/27/2011	EFT	Bank of America	External transfer fee - 3 Day	Survivor	3.00	2,070.50
General Journal	8/4/2011	EJ20110802		Redeemed JPM Fed Money Market Instl Cl	Elmer	302.09	2,372.59
General Journal	8/25/2011	EJ20110803		Fee Offset Less Admin Fee	Elmer	-11.67	2,360.92
General Journal	9/7/2011	EJ20110902		Redeemed JPM Fed Money Market Instl C	Elmer	279.62	2,640.54
General Journal	9/22/2011	EJ20110906		Fee Offset Less Admin Fee	Elmer	-13.30	2,627.24
General Journal	10/6/2011	EJ20111003		Redeemed JPM Fed Money Market Instl Cl	Elmer	260.78	2,888.02
General Journal	10/25/2011	EJ20111005		Fee Offset Less Admin Fee	Elmer	-14.31	2,873.71
General Journal	11/1/2011	EJ20110145		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,965.49
Check	11/3/2011	EFT	Bank of America	check order	Nelva	23.00	2,988.49
General Journal	11/4/2011	EJ20111103		Redeemed JPM Fed Money Market Instl Cl	Elmer	264.30	3,252.79
Check	11/7/2011	EFT	Bank of America	Wire transfer fee	Survivor	25.00	3,277.79
Check	11/7/2011	EFT	Bank of America	Wire transfer fee	Survivor	25.00	3,302.79

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	11/8/2011	eft	Bank of America	External transfer fee - 3 Day	Survivor	3.00	3,305.79
Check	11/9/2011	EFT	Bank of America	TX Tlr payment to Sdb 2575 banking	Survivor	25.00	3,330.79
General Journal	11/10/2011	EJ20110148		Safe Deposit Box Rent Refund Fde	Survivor	-82.00	3,248.79
Check	11/14/2011	EFT	Bank of America	Safe box fee	Survivor	135.00	3,383.79
General Journal	11/18/2011	EJ20111104		Estate Service Fee	Survivor	100.00	3,483.79
General Journal	11/21/2011	EJ20111105		Wire Transfer Fee	Survivor	25.00	3,508.79
Check	11/21/2011	EFT	Bank of America	wire transfer fee	Survivor	12.00	3,520.79
General Journal	11/22/2011	EJ20111104		Fee Offset Less Admin Fee	Elmer	-13.47	3,507.32
Check	12/1/2011	Debit	Bank of America-Brun...	Check order	Survivor	26.00	3,533.32
General Journal	12/9/2011	EJ20111211		Estate Valuation Fee	Survivor	50.00	3,583.32
General Journal	12/23/2011	EJ20111223		Fee Offset Less Admin Fee	Elmer	-13.85	3,569.47
General Journal	12/31/2011	EJ20111204		Redeem JPMorgan Fed Money Market Ist Cl	Elmer	256.62	3,826.09
General Journal	1/6/2012	EJ20120103		Redeemed JP Morgan Fed Mon Mkt	Elmer	264.78	4,090.87
Check	1/11/2012	EFT	Bank of America		Elmer	14.00	4,104.87
General Journal	1/19/2012	EJ20120105		Fee Offset Less Admin Fee	Elmer	-13.09	4,091.78
General Journal	2/3/2012	EJ20120203		Redeemed JP Morgan Fed Mon Mkt Inst Cl	Elmer	269.92	4,361.70
General Journal	2/24/2012	EJ20120204		Fee Offset Less Admin Fee	Elmer	-12.21	4,349.49
General Journal	2/28/2012	EJ20120221		Annual Service Fee	Survivor	40.00	4,389.49
Check	3/5/2012	TXFR	Bank of America	External transfer fee - 3 day	Survivor	3.00	4,392.49
General Journal	3/6/2012	EJ20120303		Redeem JP Morgan Fed Mon Mkt Inst Cl	Elmer	260.41	4,652.90
Check	3/15/2012	EFT	Bank of America		Elmer	31.00	4,683.90
Check	3/16/2012	EFT	Bank of America	Returned Item Chargeback Fee	Survivor	12.00	4,695.90
Check	3/16/2012	EFT	Bank of America	Returned Item Chargeback - Met Life dupl check	Survivor	70.30	4,766.20
General Journal	3/28/2012	EJ20120307		Fee Offset Less Admin Fee	Elmer	-12.62	4,753.58
General Journal	4/5/2012	EJ20120403		Redeem JP Morgan Fed Mon Mkt	Elmer	283.77	5,037.35
General Journal	4/20/2012	EJ20120404		Fee Offset Less Admin Fee	Elmer	-11.53	5,025.82
General Journal	5/4/2012	EJ20120503		Redeem JP Morgan Fed Mon Mkt	Elmer	272.29	5,298.11
General Journal	5/30/2012	EJ20120506		Fee Offset Less Admin Fee	Elmer	-11.98	5,286.13
General Journal	6/5/2012	EJ20120603		Redeem JP Morgan Fed Mon Mkt	Elmer	272.55	5,558.68
General Journal	6/25/2012	EJ20120607		Fee Offset Les Admin Fee	Elmer	-12.29	5,546.39
General Journal	7/6/2012	EJ20120703		Redeem JP Morgan Fed Mon Mkt	Elmer	259.71	5,806.10
Check	7/17/2012	EFT	Bank of America	External transfer fee - 3 Day	Survivor	3.00	5,809.10
General Journal	7/27/2012	EJ20120704		Fee Offset Less Admin Fee	Elmer	-16.56	5,792.54
General Journal	8/3/2012	EJ20120803		Redeem JP Morgan Fed Mon Mkt	Elmer	275.06	6,067.60
General Journal	8/23/2012	EJ20120804		Fee Offset Less Admin Fee	Elmer	-16.69	6,050.91
General Journal	9/7/2012	EJ20120903		Redeem JP Morgan Fed Mon Mkt	Elmer	281.37	6,332.28
General Journal	9/25/2012	EJ20120907		Fee Offset Less Admin Fee	Elmer	-16.75	6,315.53
General Journal	10/4/2012	EJ20121003		Redeem JP Morgan Fed Mon Mkt	Elmer	278.62	6,594.15
General Journal	10/24/2012	EJ20121006		Fee Offset Less Admin Fee	Elmer	-17.20	6,576.95
General Journal	11/6/2012	EJ20121103		Redeem JP Morgan Fed Mon Mkt	Elmer	288.03	6,864.98
General Journal	11/30/2012	EJ20121104		Fee Offset Less Admin Fee	Elmer	-17.01	6,847.97
General Journal	12/6/2012	EJ20121203		Redeem JP Morgan Fed Mon Mkt	Elmer	275.75	7,123.72
General Journal	12/21/2012	EJ20121211		Fee Offset Less Admin Fee	Elmer	-17.22	7,106.50
General Journal	1/7/2013	EJ20130102		Redeem JP Morgan Fed Mon Mkt	Elmer	290.80	7,397.30
General Journal	1/25/2013	EJ20130104		Fee Offset Less Admin Fee	Elmer	-16.98	7,380.32
General Journal	2/5/2013	EJ20130203		Redeem JP Morgan Fed Mon Mkt	Elmer	299.80	7,680.12
General Journal	2/22/2013	EJ20130204		Fee Offset Less Admin Fee	Elmer	-17.22	7,662.90
General Journal	2/28/2013	EJ20130222		Annual Fee	Survivor	40.00	7,702.90
General Journal	3/7/2013	EJ20130303		Redeem JP Morgan Fed Mon Mkt	Elmer	273.58	7,976.48
General Journal	3/19/2013	EJ20130306		Fee Offset Less Admin Fee	Elmer	-18.33	7,958.15
General Journal	4/9/2013	EJ20130403		Redeem JP Morgan Fed Mon Mkt	Elmer	306.53	8,264.68
General Journal	4/18/2013	EJ20130404		Fee Offset Less Admin Fee	Elmer	-17.32	8,247.36
Check	4/30/2013	EFT	Bank of America	Monthly Fee	Nelva	12.00	8,259.36
General Journal	5/7/2013	EJ20130503		Redeem JP Morgan Fed Mon Mkt	Elmer	298.51	8,557.87
General Journal	5/28/2013	EJ20130504		Fee Offset Less Admin Fee	Elmer	-17.25	8,540.62
Total Bank & Brokerage Charges						8,540.62	8,540.62
Checks/Cash to Family Members							
Check	12/21/2010	6849	Amy Brunsting Tschir...	Christmas Gifts	Nelva	200.00	200.00
Check	12/21/2010	EFT	Amy Brunsting Tschir...	Transfer Confirmation #6403973884	Nelva	7,000.00	7,200.00
Check	12/31/2010	ATM	Cash	TX Tr Cash Withdrawal at Banking Center Town and Country	Nelva	25.00	7,225.00
Check	1/12/2011	ATM	Cash	ATM 01/11 #000007185	Nelva	40.00	7,265.00
Check	1/19/2011	EFT	Amy Tschirhart	ties to G Vie letter/sch's dated 7/15/13	Survivor	6,000.00	13,265.00
Check	1/25/2011	ATM	Cash	ATM - Cash 01/25 #000006811	Nelva	10.00	13,275.00
Check	1/25/2011	115	Cash	CAsh	Nelva	100.00	13,375.00
Check	2/22/2011	140	Cash	Cash	Nelva	100.00	13,475.00
Check	3/14/2011	149	Candace Curtis		Nelva	25.00	13,500.00
Check	3/20/2011	7007	Amy Brunsing	Reimbursement for supplies	Survivor	40.00	13,540.00
Check	4/7/2011	EFT	Candace Curtis	Gifts Given/ref acct 2272/ties to G Vie letter/sch's dated 7/15/13	Survivor	3,000.00	16,540.00
Check	4/21/2011	EFT	Best uy	Tino phone	Nelva	376.38	16,916.38
Check	5/10/2011	7014	TDECU	Luke Truck, ties to G Vie letter/sch's dated 7/15/13	Survivor	5,443.22	22,359.60
Check	5/27/2011	7016	The Victoria Col	Luke college -In lieu of Anita Trustee fee per G Vie letter	Survivor	461.00	22,820.60
Check	6/2/2011	EFT	Iowa 529	Kt college - Ach DES:Contribution ID:0000	Survivor	500.00	23,320.60
Check	6/3/2011	EFT	Am-Honda	For Katie DES:PMT ID:000001032223 ties to G Vie letter/sch's ...	Survivor	5,750.51	29,071.11
Check	6/6/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:11...	Survivor	2,358.75	31,429.86
Check	6/8/2011	TXFR	Candace Curtis	Candy Curtis to ckg ...2272 ties to G Vie letter/sch's dated 7/15...	Survivor	2,000.00	33,429.86
Check	6/13/2011	TXFR	Amy Tschirhart	Reimbursement - Supplies to fix house	Survivor	100.00	33,529.86
Check	6/23/2011	240	Luke Riley	Household yard work	Nelva	25.00	33,554.86
Check	6/27/2011	EFT	Bank of America Cre...	in lieu of Anita Trustee fee as per G Vie letter $ amt. transposed...	Survivor	2,364.34	35,919.20
Check	7/6/2011	EFT	Chase Credit Card	In lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:114...	Survivor	2,976.35	38,895.55
Check	7/15/2011	EFT	Bank of America Cre...	Cr Card pymt in lieu of Trustee fee Anita, G Vie letter and Trust ...	Survivor	7,242.83	46,138.38
Check	7/18/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letterDES:EPAY ID:115...	Survivor	1,998.19	48,136.57
Check	7/26/2011	EFT	Amy Tschirhart	Reimbursement supplies to fix house	Survivor	100.00	48,236.57
Check	8/24/2011	EFT	Candace Curtis	ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	50,236.57
Check	8/24/2011	EFT	Candace Curtis	to chk 2839	Nelva	75.00	50,311.57
Check	8/25/2011	EFT	Candace Curtis	to chk 2839	Nelva	15.00	50,326.57
Check	8/25/2011	EFT	Candace Curtis	to chk 2839	Nelva	15.00	50,341.57
Check	8/26/2011	EFT	UTSA Admissions	Luke college - Education	Survivor	575.00	50,916.57

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	9/6/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:117...	Survivor	999.04	51,915.61
Check	9/7/2011	EFT	Candace Curtis	to chk 2839	Nelva	125.00	52,040.61
Check	9/8/2011	EFT	Candace Curtis	to chk 2839	Nelva	550.00	52,590.61
Check	9/23/2011	EFT	Bank of America Cre...	in lieu of Anita Trustee fee as per G Vie letter date on his sch 9/7	Survivor	4,767.36	57,357.97
Check	10/4/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:118...	Survivor	2,390.35	59,748.32
Check	10/5/2011	EFT	Candace Curtis	to chk 2839"	Nelva	500.00	60,248.32
Check	10/18/2011	356	Nelva Brunsting	Cash	Nelva	50.00	60,298.32
Check	10/19/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:120...	Survivor	2,033.30	62,331.62
Check	10/21/2011	7032	Vehs Bankd Boosters	Katy band	Survivor	280.00	62,611.62
Check	10/26/2011	EFT	Candace Curtis	ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	64,611.62
Check	11/1/2011	TXFR	Luke Riley	Luke College ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	66,611.62
Check	11/3/2011	EFT	Bank of America Cre...	in lieu of Anita Trustee fee as per G Vie letter his sch had 10/6 d...	Survivor	102.52	66,714.14
Check	11/7/2011	EFT	Anita Brunsting	Legal fees Wire Type:Wire Out Date:111107 T to anita for futu...	Survivor	10,000.00	76,714.14
Check	11/7/2011	EFT	Amy Brunsing	Legal fees Wire TyoeL Wire Out Date:111107 T to amy for f...	Survivor	10,000.00	86,714.14
Check	11/7/2011	EFT	Amy Tschirhart	Reimbursement - for supplies to fix house	Survivor	1,000.00	87,714.14
Check	11/8/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID: 121...	Survivor	3,274.51	90,988.65
Check	11/10/2011	EFT	Candace Curtis	ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	92,988.65
Check	1/25/2012	111	Amy Brunsing	Reimbursement - moving/repair expenses	Survivor	425.94	93,414.59
Check	2/27/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	10,000.00	103,414.59
Check	3/2/2012	TXFR	Amy Brunsing	Reimbursement trust expenses	Survivor	841.45	104,256.04
Check	3/2/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	2,537.50	106,793.54
Check	3/5/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	10,000.00	116,793.54
Check	3/6/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	3,117.50	119,911.04
General Journal	3/13/2012	EJ20120410	Amy Brunsting	Reimbursement	Survivor	-10,000.00	109,911.04
General Journal	3/13/2012	EJ20120412	Anita Brunsting	Reimbursement	Survivor	-10,040.00	99,871.04
Check	4/16/2012	122	Candace Curtis	Remainder of Life Ins Trust - Other Income	Survivor	60.00	99,931.04
Check	4/16/2012	123	Carl Brunsting	Remainder of Life Ins Trust	Survivor	60.00	99,991.04
Check	4/16/2012	124	Amy Brunsing	Remainder of Life Ins Trust - Other Inc	Survivor	60.00	100,051.04
Check	4/16/2012	125	Carole Brunsting	Remainder of Life Ins Trust - Other Inc	Survivor	60.00	100,111.04
Check	4/16/2012	127	Anita Brunsting	Remainder of Life Ins Trust - Other Inc	Survivor	44.65	100,155.69
Check	4/20/2012	EFT	Carole Brunsting	Moving Expenses Reimbursement	Survivor	1,563.50	101,719.19
Check	4/25/2012	131	Anita Brunsting	Legal fees Reimbursement for Retainer to Chip Mathews	Survivor	5,000.00	106,719.19
Check	4/25/2012	130	Anita Brunsting	Reimbursement for UPS to mail boxes to S Mills	Survivor	102.11	106,821.30
Check	5/18/2012	101	Anita Brunsting	Reimbursement for 1/2 farm tax	Elmer	1,679.43	108,500.73
Check	7/16/2012	TXFR	Amy Brunsing	Trust expenses - Reimbursement	Survivor	353.43	108,854.16
Check	9/10/2012	139	Anita Brunsting	Reimburse postage	Survivor	61.75	108,915.91
Check	9/10/2012	140	Anita Brunsting	Stamps reimbursement	Survivor	9.00	108,924.91
Total Checks/Cash to Family Members						108,924.91	108,924.91
Dues and Subscriptions							
Check	3/15/2011	154	Birds and Blooms		Nelva	10.00	10.00
Check	4/25/2011	187	Doon Press		Nelva	26.50	36.50
Check	8/17/2011	294	Houston Chronicle		Nelva	138.00	174.50
Check	8/18/2011	292	Time Magazine		Nelva	20.00	194.50
Check	9/21/2011	322	Iowa Outdoors		Nelva	15.00	209.50
Check	9/10/2012	137	Houston Chronicle	final payment - subscription	Survivor	68.97	278.47
Total Dues and Subscriptions						278.47	278.47
Food/Dining/Groceries							
Check	12/21/2010	6848	Randalls		Nelva	60.51	60.51
Check	1/10/2011	EFT	Randalls	01/09 #000555055	Nelva	234.97	295.48
Check	1/18/2011	EFT	Kroger		Nelva	32.33	327.81
Check	1/24/2011	EFT	Randalls	01/23 #000635058	Nelva	35.89	363.70
Check	1/24/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	366.99
Check	1/31/2011	EFT	Randalls		Nelva	51.87	418.86
Check	1/31/2011	EFT	Randalls		Nelva	47.24	466.10
Check	1/31/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	469.39
Check	2/7/2011	EFT	Randalls		Nelva	71.64	541.03
Check	2/14/2011	EFT	Randalls		Nelva	23.68	564.71
Check	2/14/2011	EFT	Randalls		Nelva	76.92	641.63
Check	2/18/2011	EFT	Kroger		Nelva	27.33	668.96
Check	2/22/2011	EFT	Subway	Dining	Nelva	3.25	672.21
Check	2/22/2011	EFT	Chick-fil-a #0103	Dining	Nelva	5.83	678.04
Check	2/22/2011	EFT	Randalls		Nelva	47.02	725.06
Check	2/22/2011	EFT	Wal-Mart		Nelva	46.27	771.33
Check	2/22/2011	EFT	Randalls		Nelva	8.68	780.01
Check	2/22/2011	EFT	Walgreens		Nelva	28.12	808.13
Check	2/24/2011	EFT	Randalls		Nelva	24.39	832.52
Check	3/7/2011	EFT	Randalls		Nelva	24.30	856.82
Check	3/7/2011	EFT	Chick-fil-a #0103		Nelva	3.29	860.11
Check	3/7/2011	EFT	Randalls		Nelva	9.77	869.88
Check	3/7/2011	eft	Wal-Mart		Nelva	11.89	881.77
General Journal	3/7/2011	EJ20120461		DEBIT 1943	Nelva	-6.48	875.29
Check	3/8/2011	eft	Subway		Nelva	3.25	878.54
Check	3/14/2011	EFT	Randalls		Nelva	29.21	907.75
Check	3/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	14.16	921.91
Check	3/14/2011	EFT	Randalls		Nelva	13.23	935.14
Check	3/14/2011	EFT	Taco Cabana	Dining	Nelva	6.48	941.62
Check	3/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	944.91
Check	3/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	1.83	946.74
Check	3/14/2011	EEFT	Taco Cabana	Dining	Nelva	8.63	955.37
Check	3/16/2011	EFT	Randalls		Nelva	60.94	1,016.31
Check	3/16/2011	EFT	Randalls		Nelva	12.44	1,028.75
Check	3/18/2011	EFT	Randalls		Nelva	69.77	1,098.52
Check	3/21/2011	EFT	Taco Cabana	Dining	Nelva	22.68	1,121.20
Check	3/21/2011	EFT	Taco Cabana	Dining	Nelva	23.77	1,144.97
Check	3/21/2011	EFT	Wal-Mart		Nelva	114.67	1,259.64
Check	3/21/2011	EFT	Randalls		Nelva	16.37	1,276.01

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	3/21/2011	EFT	Randalls		Nelva	13.11	1,291.12
Check	3/28/2011	EFT	Randalls		Nelva	36.05	1,327.17
Check	3/29/2011	EFT	Subway	Dining	Nelva	4.33	1,331.50
Check	3/30/2011	EFT	Randalls		Nelva	8.85	1,340.35
Check	4/4/2011	EFT	Wal-Mart		Nelva	37.28	1,377.63
Check	4/4/2011	EFT	Randalls		Nelva	34.54	1,412.17
Check	4/4/2011	EFT	Randalls		Nelva	52.52	1,464.69
Check	4/5/2011	EFT	Subway	Dining	Nelva	3.25	1,467.94
Check	4/6/2011	EFT	Randalls		Nelva	34.97	1,502.91
Check	4/8/2011	EFT	Randalls		Nelva	15.87	1,518.78
Check	4/11/2011	EFT	Subway	Dining	Nelva	3.79	1,522.57
Check	4/11/2011	EFT	Chick-fil-a #0103	Dining	Nelva	1.83	1,524.40
Check	4/11/2011	EFT	Chick-fil-a #0103	Dining	Nelva	1.83	1,526.23
Check	4/11/2011	EFT	Randalls		Nelva	16.56	1,542.79
Check	4/11/2011	EFT	Randalls		Nelva	51.94	1,594.73
Check	4/12/2011	EFT	Subway	Dining	Nelva	3.25	1,597.98
Check	4/12/2011	EFT	Randalls		Nelva	34.69	1,632.67
Check	4/13/2011	EFT	Randalls		Nelva	67.04	1,699.71
Check	4/14/2011	EFT	Randalls		Nelva	24.03	1,723.74
Check	4/15/2011	EFT	Chick-fil-a #0103	Dining	Nelva	10.25	1,733.99
Check	4/18/2011	EFT	Randalls		Nelva	26.45	1,760.44
Check	4/18/2011	EFT	Randalls		Nelva	23.16	1,783.60
Check	4/18/2011	EFT	Randalls		Nelva	17.30	1,800.90
Check	4/22/2011	EFT	Randalls		Nelva	57.60	1,858.50
Check	4/25/2011	EFT	Subway	Dining	Nelva	3.79	1,862.29
Check	4/25/2011	EFT	Subway	Dining	Nelva	3.79	1,866.08
Check	4/25/2011	EFT	Taco Cabana	Dining	Nelva	22.68	1,888.76
Check	4/25/2011	EFT	Randalls		Nelva	86.07	1,974.83
Check	5/2/2011	EFT	Randalls		Nelva	140.07	2,114.90
Check	5/3/2011	EFT	Randalls		Nelva	36.75	2,151.65
Check	5/6/2011	EFT	Randalls		Nelva	17.30	2,168.95
Check	5/9/2011	EFT	Randalls		Nelva	33.74	2,202.69
Check	5/9/2011	EFT	Randalls		Nelva	55.52	2,258.21
Check	5/11/2011	EFT	Randalls		Nelva	10.39	2,268.60
Check	5/16/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	2,271.89
Check	5/16/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	2,275.18
Check	5/18/2011	EFT	Randalls		Nelva	42.56	2,317.74
Check	5/20/2011	EFT	Randalls		Nelva	21.87	2,339.61
Check	5/23/2011	EFT	Randalls		Nelva	57.35	2,396.96
Check	5/25/2011	EFT	Randalls	Dining	Nelva	43.52	2,440.48
Check	5/31/2011	EFT	Randalls		Nelva	31.71	2,472.19
Check	6/3/2011	EFT	Randalls		Nelva	23.46	2,495.65
Check	6/6/2011	EFT	Kroger		Nelva	32.17	2,527.82
Check	6/6/2011	EFT	Randalls		Nelva	23.97	2,551.79
Check	6/8/2011	EFT	Randalls		Nelva	20.00	2,571.79
Check	6/8/2011	EFT	Fastop	Dining	Nelva	4.25	2,576.04
Check	6/13/2011	EFT	McDonald's	Dining	Nelva	13.46	2,589.50
Check	6/13/2011	EFT	Kroger		Nelva	3.06	2,592.56
Check	6/13/2011	EFT	Randalls		Nelva	43.77	2,636.32
Check	6/13/2011	EFT	Randalls		Nelva	54.05	2,690.37
Check	6/14/2011	EFT	McDonald's	Dining	Nelva	2.17	2,692.54
Check	6/20/2011	EFT	Randalls		Nelva	24.19	2,716.73
Check	6/24/2011	EFT	Randalls		Nelva	41.68	2,758.41
Check	6/28/2011	EFT	Randalls		Nelva	50.83	2,809.24
Check	7/1/2011	EFT	Randalls		Nelva	18.92	2,828.16
Check	7/5/2011	EFT	Randalls		Nelva	25.61	2,853.77
Check	7/5/2011	EFT	Randalls		Nelva	34.05	2,887.82
Check	7/8/2011	EFT	Chick-fil-a #0103	Dining	Nelva	5.13	2,892.95
Check	7/8/2011	EFT	Randalls		Nelva	46.61	2,939.56
Check	7/11/2011	EFT	Randalls		Nelva	52.99	2,992.55
Check	7/11/2011	EFT	McDonald's	Dining	Nelva	2.48	2,995.03
Check	7/11/2011	EFT	Randalls		Nelva	29.80	3,024.83
Check	7/18/2011	EFT	Randalls		Nelva	35.41	3,060.24
Check	7/18/2011	EFT	Randalls		Nelva	25.14	3,085.38
Check	7/18/2011	EFT	Wal-Mart		Nelva	260.73	3,346.11
Check	7/21/2011	EFT	Randalls		Nelva	45.34	3,391.45
Check	7/25/2011	EFT	Randalls		Nelva	43.38	3,434.83
Check	7/25/2011	EFT	Randalls		Nelva	60.57	3,495.40
Check	7/25/2011	EFT	Kolache Factory	Dining	Nelva	3.76	3,499.16
Check	7/28/2011	EFT	Randalls		Nelva	31.23	3,530.39
Check	7/28/2011	EFT	Randalls		Nelva	26.20	3,556.59
Check	7/29/2011	EFT	Chick-fil-a #0103	Dining	Nelva	1.83	3,558.42
Check	8/1/2011	EFT	Randalls		Nelva	47.94	3,606.36
Check	8/1/2011	EFT	Walgreens		Nelva	20.99	3,627.35
Check	8/1/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	3,630.64
Check	8/2/2011	EFT	Randalls		Nelva	29.74	3,660.38
Check	8/4/2011	EFT	McDonald's	Dining	Nelva	2.17	3,662.55
Check	8/5/2011	EFT	Randalls		Nelva	24.92	3,687.47
Check	8/8/2011	EFT	Randalls		Nelva	30.29	3,717.76
Check	8/8/2011	EFT	Randalls	08/06	Nelva	57.90	3,775.66
Check	8/10/2011	EFT	Randalls		Nelva	21.76	3,797.42
Check	8/15/2011	EFT	Randalls		Nelva	58.34	3,855.76
Check	8/15/2011	EFT	Randalls		Nelva	46.75	3,902.51
Check	8/17/2011	EFT	HEB		Nelva	34.39	3,936.90
Check	8/17/2011	EFT	HEB		Nelva	19.77	3,956.67
Check	8/22/2011	EFT	Randalls		Nelva	39.52	3,996.19
Check	8/22/2011	EFT	Randalls		Nelva	44.99	4,041.18
Check	8/24/2011	EFT	Randalls		Nelva	44.36	4,085.54

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	8/24/2011	EFT	Randalls		Nelva	28.74	4,114.28
Check	8/25/2011	EFT	Randalls		Nelva	18.33	4,132.61
Check	8/29/2011	EFT	Randalls		Nelva	36.15	4,168.76
Check	9/2/2011	EFT	Randalls		Nelva	21.71	4,190.47
Check	9/6/2011	EFT	Randalls		Nelva	33.12	4,223.59
Check	9/6/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	4,226.88
Check	9/6/2011	EFT	Randalls		Nelva	68.27	4,295.15
Check	9/7/2011	EFT	Randalls		Nelva	50.29	4,345.44
Check	9/8/2011	EFT	Randalls		Nelva	14.60	4,360.04
Check	9/9/2011	EFT	Chick-fil-a #0103		Nelva	3.29	4,363.33
Check	9/12/2011	EFT	Randalls		Nelva	92.24	4,455.57
Check	9/12/2011	EFT	Randalls		Nelva	20.00	4,475.57
Check	9/19/2011	EFT	Randalls		Nelva	42.84	4,518.41
Check	9/23/2011	EFT	Walgreens		Nelva	11.99	4,530.40
Check	9/26/2011	EFT	Wal-Mart		Nelva	133.75	4,664.15
Check	9/26/2011	EFT	Randalls		Nelva	23.57	4,687.72
Check	9/28/2011	EFT	Randalls		Nelva	14.06	4,701.78
Check	9/28/2011	EFT	Randalls		Nelva	18.90	4,720.68
Check	9/30/2011	EFT	Randalls		Nelva	28.77	4,749.45
Check	9/30/2011	EFT	Randalls		Nelva	19.06	4,768.51
Check	10/3/2011	EFT	Wal-Mart		Nelva	55.92	4,824.43
Check	10/3/2011	EFT	Randalls		Nelva	32.16	4,856.59
Check	10/3/2011	EFT	HEB		Nelva	20.75	4,877.34
Check	10/3/2011	EFT	Randalls		Nelva	8.95	4,886.29
Check	10/4/2011	EFT	Randalls		Nelva	38.92	4,925.21
Check	10/7/2011	EFT	Randalls		Nelva	39.04	4,964.25
Check	10/11/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	4,967.54
Check	10/11/2011	EFT	Randalls		Nelva	26.50	4,994.04
Check	10/11/2011	EFT	Randalls		Nelva	14.06	5,008.10
Check	10/12/2011	ET	Randalls		Nelva	25.47	5,033.57
Check	10/17/2011	EFT	Randalls		Nelva	65.96	5,099.53
Check	10/17/2011	EFT	Randalls		Nelva	45.32	5,144.85
Check	10/17/2011	EFT	Randalls		Nelva	28.86	5,173.83
Check	10/17/2011	EFT	Randalls		Nelva	28.05	5,201.88
Check	10/17/2011	EFT	Randalls		Nelva	17.30	5,219.18
Check	10/17/2011	EFT	McDonald's	Dining	Nelva	6.26	5,225.44
Check	10/19/2011	EFT	Randalls		Nelva	27.71	5,253.15
Check	10/20/2011	EFT	Chick-fil-a #0103	dINING	Nelva	3.29	5,256.44
Check	10/21/2011	eft	Randalls		Nelva	7.61	5,264.05
Check	10/21/2011	eft	Chick-fil-a #0103	dINING	Nelva	3.29	5,267.34
Check	10/24/2011	EFT	Randalls		Nelva	41.88	5,309.22
Check	10/24/2011	eft	Chick-fil-a #0103	dINING	Nelva	3.29	5,312.51
Check	10/25/2011	eft	Randalls		Nelva	52.17	6,364.68
Check	10/26/2011	eft	Randalls		Nelva	42.23	5,406.91
Check	10/26/2011	EFT	Subway	Dining	Nelva	14.70	5,421.61
Check	10/31/2011	EFT	Randalls		Nelva	94.10	5,515.71
Check	10/31/2011	EFT	Randalls		Nelva	20.33	5,536.04
Check	10/31/2011	EFT	Randalls		Nelva	6.90	5,542.94
Check	11/1/2011	EFT	Randalls		Nelva	33.16	5,576.10
Check	11/2/2011	EFT	Randalls	Fuel	Nelva	25.78	5,601.88
Check	11/4/2011	EFT	Randalls		Nelva	10.00	5,611.88
Check	11/4/2011	EFT	Randalls		Nelva	53.01	5,664.89
Check	11/7/2011	EFT	Au Bon Pain-memo	Dining	Nelva	3.94	5,668.83
Check	11/7/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	5,672.12
Check	11/7/2011	EFT	McDonald's	Dining	Nelva	1.08	5,673.20
Check	11/7/2011	EFT	Randalls		Nelva	33.51	5,706.71
Check	11/7/2011	EFT	Randalls		Nelva	34.35	5,741.06
Check	11/8/2011	EFT	Randalls		Nelva	17.84	5,758.90
Check	11/8/2011	EFT	McDonald's	Dining	Nelva	6.70	5,765.60
Check	11/8/2011	EFT	Randalls		Nelva	48.45	5,814.05
Check	11/9/2011	EFT	HEB		Nelva	43.40	5,857.45
Check	11/14/2011	eft	Randalls		Nelva	32.71	5,890.16
Check	11/14/2011	eft	Randalls		Nelva	30.92	5,921.08
Check	11/14/2011	eft	Randalls		Nelva	22.41	5,943.49
Check	11/14/2011	EFT	McDonald's	Dining	Nelva	8.60	5,952.09
Check	11/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	5,955.38
Check	11/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	5,958.67
Total Food/Dining/Groceries						5,958.67	5,958.67
Funeral							
Check	11/12/2011	7033	Memorial Oaks		Survivor	1,595.00	1,595.00
Check	11/14/2011	7035	Memorial Oaks		Survivor	1,511.29	3,106.29
Check	11/15/2011	7036	Memorial Oaks	Organist	Survivor	150.00	3,256.29
Check	11/15/2011	7037	Bob Johnson	pastor	Survivor	300.00	3,556.29
Total Funeral						3,556.29	3,556.29
Household							
Check	1/20/2011	111	Mrs. Gutierrez	Cleaning	Nelva	70.00	70.00
Check	2/11/2011	125	Mrs. Gutierrez	Cleaning	Nelva	70.00	140.00
Check	2/18/2011	161	Mrs. Gutierrez	Cleaning	Nelva	70.00	210.00
Check	2/22/2011	EFT	Southwest Fertilizer		Nelva	8.73	218.73
Check	2/28/2011	EFT	Southwest Fertilizer		Nelva	59.73	278.46
Check	2/28/2011	EFT	Radio Shack		Nelva	94.13	372.59
Check	3/1/2011	EFT	Home Depot		Nelva	20.55	393.14
Check	3/25/2011	169	Mrs. Gutierrez	Cleaning	Nelva	70.00	463.14
Check	3/28/2011	EFT	Southwest Fertilizer		Nelva	13.39	476.53
Check	4/6/2011	EFT	Southwest Fertilizer		Nelva	9.73	486.26
Check	4/8/2011	179	Mrs. Gutierrez	Cleaning	Nelva	70.00	556.26

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	4/18/2011	EFT	Sou The Home	04/16 #000457501	Nelva	22.83	579.09
Check	4/25/2011	196	Mrs. Gutierrez	Cleaning	Nelva	70.00	649.09
Check	5/3/2011	EFT	Southwest Fertilizer		Nelva	21.98	671.07
Check	5/9/2011	210	Mrs. Gutierrez	Cleaning	Nelva	70.00	741.07
Check	5/23/2011	221	Mrs. Gutierrez	Cleaning	Nelva	70.00	811.07
Check	6/3/2011	237	Mrs. Gutierrez	Cleaning	Nelva	70.00	881.07
Check	6/27/2011	EFT	Sou The Home		Nelva	161.36	1,042.43
Check	7/26/2011	EFT	Southwest Fertilizer	Garden	Nelva	25.88	1,068.31
Check	8/11/2011	300	Maria Vaquera	Cleaning	Nelva	50.00	1,118.31
Check	9/13/2011	EFT	Southwest Fertilizer	Garden	Nelva	18.89	1,137.20
Check	9/26/2011	336	Maria Vaquera	Cleaning	Nelva	50.00	1,187.20
Check	10/6/2011	345	Maria Vaquera	Cleaning	Nelva	50.00	1,237.20
Total Household						1,237.20	1,237.20
Insurance Expense							
Check	1/5/2011	EFT	State Farm Insurance		Survivor	299.93	299.93
Check	2/2/2011	EFT	State Farm Insurance	PPD	Survivor	299.93	599.86
Check	3/2/2011	EFT	State Farm Insurance	PPD	Survivor	299.93	899.79
Check	4/4/2011	EFT	State Farm Insurance	PPD	Survivor	301.36	1,201.15
Check	5/3/2011	EFT	State Farm Insurance		Survivor	300.62	1,501.77
Check	6/2/2011	EFT	State Farm Insurance	PPD	Survivor	300.62	1,802.39
Check	7/5/2011	EFT	State Farm Insurance	PPD	Survivor	300.62	2,103.01
Check	8/2/2011	EFT	State Farm Insurance		Survivor	300.62	2,403.63
Check	9/2/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	2,693.67
Check	10/4/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	2,983.71
Check	11/2/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	3,273.75
Check	12/2/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	3,563.79
Check	1/5/2012	EFT	State Farm Insurance	PPF	Survivor	290.04	3,853.83
Check	2/2/2012	EFT	State Farm Insurance	PPD	Survivor	290.04	4,143.87
Check	3/2/2012	EFT	State Farm Insurance	PPD	Survivor	292.79	4,436.66
Check	4/3/2012	EFT	State Farm Insurance	PPD	Survivor	301.22	4,737.88
Total Insurance Expense						4,737.88	4,737.88
Lawn Care							
Check	2/14/2011	133	Mr. Phan Chan	Household	Nelva	100.00	100.00
Check	3/11/2011	157	Mr. Phan Chan	Household	Nelva	100.00	200.00
Check	3/21/2011	160	Nicolas	Yard work	Nelva	52.00	252.00
Check	4/15/2011	190	Mr. Phan Chan	mowing	Nelva	100.00	352.00
Check	5/20/2011	222	Mr. Phan Chan	mowing	Nelva	100.00	452.00
Check	5/24/2011	226	Fernando	yard work Home repair	Nelva	35.00	487.00
Check	6/27/2011	255	Mr. Phan Chan	mowing	Nelva	125.00	612.00
Check	7/25/2011	280	Mr. Phan Chan	mowing	Nelva	125.00	737.00
Check	9/23/2011	337	Mr. Phan Chan	Household	Nelva	225.00	962.00
Check	10/21/2011	361	Mr. Phan Chan	Household	Nelva	100.00	1,062.00
Check	12/23/2011	105	Mr. Phan Chan	13630 Pinerock	Survivor	200.00	1,262.00
Total Lawn Care						1,262.00	1,262.00
Legal Fees							
Check	1/19/2011	7003	Vacek & Freed PLLC		Survivor	880.15	880.15
Check	3/17/2011	7006	Vacek & Freed PLLC	Legal Fees	Survivor	340.00	1,220.15
Check	6/2/2011	7015	Vacek & Freed PLLC		Survivor	575.59	1,795.74
Check	8/5/2011	7025	Vacek & Freed PLLC	Retainer	Survivor	1,000.00	2,795.74
Check	10/12/2011	7030	DeKoster & DeKoster	farm contract	Survivor	100.00	2,895.74
Check	12/20/2011	101	Vacek & Freed PLLC	Retainer	Survivor	4,500.00	7,395.74
Check	1/3/2012	110	Herb Jamison	House appraisal	Survivor	450.00	7,845.74
Check	4/20/2012	128	Mills Shirley LLP	Suit	Survivor	10,000.00	17,845.74
Check	4/20/2012	129	Bernard Mathews		Survivor	1,029.60	18,875.34
Check	7/18/2012	135	Mills Shirley LLP		Survivor	17,000.00	35,875.34
Check	3/21/2013	142	Mills Shirley LLP		Survivor	437.10	36,312.44
Check	4/2/2013	143	Mills Shirley LLP	George vie Candy's suit	Survivor	10,000.00	46,312.44
General Journal	5/31/2013	EJ20120434		From Mills Shirley - Reimbursement	Survivor	-10,000.00	36,312.44
Total Legal Fees						36,312.44	36,312.44
Medical Expenses							
In Home Care							
Check	12/29/2010	6851	Tino	Faustino Vaquera, Jr	Nelva	1,245.00	1,245.00
Check	12/29/2010	6852	Michael Brooks		Nelva	855.00	2,100.00
Check	1/4/2011	6853	Robert Cantu		Survivor	736.00	2,836.00
Check	1/7/2011	91	Michael Brooks		Nelva	585.00	3,421.00
Check	1/10/2011	92	Tino		Nelva	1,413.14	4,834.14
Check	1/11/2011	93	Robert Cantu		Nelva	605.00	5,439.14
Check	1/13/2011	102	Michael Brooks		Nelva	585.00	6,024.14
Check	1/18/2011	101	Tino		Nelva	1,065.00	7,089.14
Check	1/18/2011	110	Robert Cantu		Nelva	810.00	7,899.14
General Journal	1/19/2011	EJ20120455		Return of Posted Check / Item (Robert Cantu	Nelva	-810.00	7,089.14
Check	1/21/2011	112	Tino		Nelva	1,619.00	8,708.14
Check	1/21/2011	113	Robert Cantu		Nelva	888.00	9,596.14
Check	1/24/2011	114	Robert Cantu		Nelva	1,083.91	10,680.05
Check	1/27/2011	116	Tino		Nelva	906.55	11,586.60
Check	1/28/2011	120	Robert Cantu		Nelva	856.93	12,443.53
Check	2/1/2011	121	Tino		Nelva	1,249.00	13,692.53
Check	2/1/2011	144	Robert Cantu		Nelva	801.80	14,494.33
Check	2/2/2011	122	Robert Cantu		Nelva	460.00	14,954.33
Check	2/4/2011	124	Tino		Nelva	842.00	15,796.33
Check	2/7/2011	126	Robert Cantu		Nelva	807.00	16,603.33
Check	2/11/2011	130	Tino		Nelva	1,166.00	17,769.33
Check	2/11/2011	131	Robert Cantu		Nelva	637.41	18,406.74
Check	2/14/2011	135	Robert Cantu		Nelva	430.00	18,836.74

Not Official

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	2/17/2011	138	Tino		Nelva	1,454.42	20,291.18
Check	2/18/2011	136	Robert Cantu		Nelva	771.23	21,062.39
Check	2/22/2011	162	Tino		Nelva	1,067.57	22,129.96
Check	2/25/2011	141	Tino		Nelva	826.72	22,956.68
Check	2/25/2011	143	Robert Cantu		Nelva	510.00	23,466.68
Check	3/4/2011	146	Robert Cantu		Nelva	538.68	24,005.36
Check	3/7/2011	148	Tino		Nelva	1,704.19	25,709.55
Check	3/10/2011	155	Michael Brooks		Nelva	285.00	25,994.55
Check	3/10/2011	156	Robert Cantu		Nelva	1,045.67	27,040.22
Check	3/14/2011	158	Tino		Nelva	1,253.02	28,293.24
Check	3/16/2011	159	Michael Brooks		Nelva	55.00	28,348.24
Check	3/18/2011	163	Robert Cantu		Nelva	289.78	28,638.02
Check	3/21/2011	164	Tino		Nelva	1,248.70	29,886.72
Check	3/21/2011	165	Michael Brooks		Nelva	367.50	30,254.22
Check	3/21/2011	166	Robert Cantu		Nelva	360.00	30,614.22
Check	3/23/2011	167	Michael Brooks		Nelva	67.50	30,681.72
Check	3/24/2011	168	Robert Cantu		Nelva	490.86	31,172.58
Check	3/24/2011	170	Tino		Nelva	50.00	31,222.58
Check	3/25/2011	172	Tino		Nelva	1,636.77	32,859.35
Check	3/28/2011	173	Michael Brooks		Nelva	65.00	32,924.35
Check	3/28/2011	174	Robert Cantu		Nelva	701.91	33,626.26
Check	4/1/2011	175	Tino		Nelva	1,689.00	35,315.26
Check	4/4/2011	177	Robert Cantu		Nelva	1,303.48	36,618.74
Check	4/7/2011	178	Michael Brooks		Nelva	184.00	36,802.74
Check	4/8/2011	180	Tino		Nelva	1,475.00	38,277.74
Check	4/11/2011	181	Robert Cantu		Nelva	1,042.10	39,319.84
Check	4/13/2011	185	Michael Brooks		Nelva	75.00	39,394.84
Check	4/15/2011	189	Michael Brooks		Nelva	91.00	39,485.84
Check	4/15/2011	191	Tino		Nelva	1,704.81	41,190.65
Check	4/18/2011	192	Michael Brooks		Nelva	195.00	41,385.65
Check	4/19/2011	194	Michael Brooks		Nelva	216.50	41,602.15
Check	4/20/2011	195	Michael Brooks		Nelva	75.00	41,677.15
Check	4/22/2011	197	Michael Brooks		Nelva	202.00	41,879.15
Check	4/22/2011	198	Tino		Nelva	2,156.83	44,035.98
Check	4/25/2011	199	Robert Cantu		Nelva	215.00	44,250.98
Check	4/25/2011	200	Michael Brooks		Nelva	300.00	44,550.98
Check	4/26/2011	202	Shimeka Hughes		Nelva	1,080.00	45,630.98
Check	4/27/2011	203	Michael Brooks		Nelva	60.00	45,690.98
Check	4/29/2011	204	Robert Cantu		Nelva	645.00	46,335.98
Check	4/29/2011	205	Michael Brooks		Nelva	90.00	46,425.98
Check	5/3/2011	208	Robert Cantu		Nelva	202.50	46,628.48
Check	5/4/2011	207	Tino		Nelva	1,721.11	48,349.59
Check	5/4/2011	209	Michael Brooks		Nelva	270.00	48,619.59
Check	5/6/2011	211	Tino		Nelva	743.00	49,362.59
Check	5/6/2011	212	Michael Brooks		Nelva	67.50	49,430.09
Check	5/6/2011	213	Robert Cantu		Nelva	225.00	49,655.09
Check	5/9/2011	214	Robert Cantu		Nelva	902.30	50,557.39
Check	5/9/2011	215	Michael Brooks		Nelva	202.00	50,759.39
Check	5/12/2011	216	Michael Brooks		Nelva	45.00	50,804.39
Check	5/13/2011	217	Tino		Nelva	1,320.53	52,124.92
Check	5/13/2011	218	Robert Cantu		Nelva	255.00	52,379.92
Check	5/16/2011	219	Robert Cantu		Nelva	868.81	53,248.73
Check	5/16/2011	220	Michael Brooks		Nelva	217.50	53,466.23
Check	5/20/2011	223	Tino		Nelva	1,483.53	54,949.76
Check	5/23/2011	227	Robert Cantu		Nelva	1,026.00	55,975.76
Check	5/23/2011	228	Michael Brooks		Nelva	207.00	56,182.76
Check	5/25/2011	229	Michael Brooks		Nelva	219.50	56,402.26
Check	5/25/2011	231	Michael Brooks		Nelva	227.50	56,629.76
Check	5/27/2011	232	Tino		Nelva	1,621.50	58,251.26
Check	5/31/2011	235	Robert Cantu		Nelva	796.86	59,048.12
Check	5/31/2011	236	Katrina Harper		Nelva	360.00	59,408.12
Check	6/3/2011	239	Tino		Nelva	1,215.36	60,623.48
Check	6/7/2011	241	Robert Cantu		Nelva	1,115.00	61,738.48
Check	6/7/2011	242	Katrina Harper		Nelva	360.00	62,098.48
Check	6/10/2011	243	Tino		Nelva	1,110.00	63,208.48
Check	6/13/2011	244	Robert Cantu		Nelva	720.00	63,928.48
Check	6/13/2011	246	Katrina Harper		Nelva	600.00	64,528.48
Check	6/16/2011	247	Daisy Harper		Nelva	720.00	65,248.48
Check	6/17/2011	248	Robert Cantu		Nelva	930.00	66,178.48
Check	6/20/2011	250	Katrina Harper		Nelva	870.00	67,048.48
Check	6/21/2011	249	Daisy Harper		Nelva	40.00	67,088.48
Check	6/22/2011	252	Cameo Caregivers		Nelva	68.00	67,156.48
Check	6/23/2011	256	Tino		Nelva	1,170.00	68,326.48
Check	6/27/2011	257	Robert Cantu		Nelva	926.19	69,252.67
Check	6/27/2011	258	Katrina Harper		Nelva	360.00	69,612.67
Check	6/29/2011	259	Tino		Nelva	1,121.65	70,734.32
Check	7/1/2011	263	Robert Cantu		Nelva	930.00	71,664.32
Check	7/5/2011	265	Katrina Harper		Nelva	450.00	72,114.32
Check	7/5/2011	266	Robert Cantu		Nelva	60.00	72,174.32
Check	7/7/2011	269	Tino		Nelva	1,166.70	73,341.02
Check	7/8/2011	270	Robert Cantu		Nelva	915.00	74,256.02
Check	7/11/2011	271	Katrina Harper		Nelva	465.00	74,721.02
Check	7/15/2011	273	Robert Cantu		Nelva	720.00	75,441.02
Check	7/18/2011	274	Katrina Harper		Nelva	873.50	76,114.52
Check	7/21/2011	275	Tino		Nelva	1,172.66	77,287.18
Check	7/21/2011	276	Tino		Nelva	100.00	77,387.18
Check	7/22/2011	272	Tino		Nelva	1,300.06	78,687.24
Check	7/22/2011	278	Robert Cantu		Nelva	165.00	78,852.24

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	7/22/2011	279	Katrina Harper		Neiva	465.00	79,317.24
Check	7/25/2011	277	Daisy Harper		Neiva	60.00	79,377.24
Check	7/25/2011	281	Robert Cantu		Neiva	765.00	80,142.24
Check	7/28/2011	282	Tino		Neiva	705.00	80,847.24
Check	8/1/2011	283	Robert Cantu		Neiva	1,018.00	81,865.24
Check	8/1/2011	284	Katrina Harper		Neiva	1,062.47	82,927.71
Check	8/4/2011	288	Tino		Neiva	907.50	83,835.21
Check	8/8/2011	289	Robert Cantu		Neiva	930.00	84,765.21
Check	8/9/2011	290	Katrina Harper		Neiva	465.00	85,230.21
Check	8/11/2011	291	Tino		Neiva	1,125.00	86,355.21
Check	8/15/2011	301	Robert Cantu		Neiva	946.00	87,301.21
Check	8/15/2011	302	Katrina Harper		Neiva	450.00	87,751.21
Check	8/18/2011	303	Tino		Neiva	1,146.83	88,898.04
Check	8/19/2011	304	Robert Cantu		Neiva	172.50	89,070.54
Check	8/19/2011	306	Katrina Harper		Neiva	459.50	89,530.04
Check	8/22/2011	308	Robert Cantu		Neiva	735.00	90,265.04
Check	8/24/2011	309	Tino		Neiva	1,110.00	91,375.04
Check	8/29/2011	311	Robert Cantu		Neiva	1,004.00	92,379.04
Check	8/30/2011	312	Katrina Harper		Neiva	517.50	92,896.54
Check	9/1/2011	313	Tino		Neiva	1,162.50	94,059.04
Check	9/6/2011	314	Katrina Harper		Neiva	173.00	94,232.04
Check	9/6/2011	315	Robert Cantu		Neiva	750.00	94,982.04
Check	9/6/2011	316	Daisy Harper		Neiva	80.00	95,062.04
Check	9/6/2011	317	Katrina Harper		Neiva	440.00	95,502.04
Check	9/8/2011	318	Tino		Neiva	1,193.59	96,695.63
Check	9/12/2011	319	Robert Cantu		Neiva	750.00	97,445.63
Check	9/13/2011	328	Katrina Harper		Neiva	628.15	98,073.78
Check	9/15/2011	330	Tino		Neiva	1,034.67	99,108.45
Check	9/19/2011	332	Robert Cantu		Neiva	715.00	99,823.45
Check	9/20/2011	334	Katrina Harper		Neiva	576.00	100,399.45
Check	9/22/2011	335	Tino		Neiva	1,054.46	101,453.91
Check	9/26/2011	338	Robert Cantu		Neiva	784.86	102,238.77
Check	9/27/2011	339	Katrina Harper		Neiva	630.00	102,868.77
Check	9/29/2011	340	Tino		Neiva	810.29	103,679.06
Check	10/3/2011	341	Robert Cantu		Neiva	976.34	104,655.40
Check	10/4/2011	342	Katrina Harper		Neiva	576.57	105,231.97
Check	10/6/2011	344	Tino		Neiva	1,030.00	106,261.97
Check	10/7/2011	346	Robert Cantu		Neiva	165.00	106,426.97
Check	10/11/2011	348	Robert Cantu		Neiva	570.00	106,996.97
Check	10/11/2011	349	Katrina Harper		Neiva	581.66	107,578.63
Check	10/11/2011	350	Robert Cantu		Neiva	240.00	107,818.63
Check	10/14/2011	351	Robert Cantu		Neiva	515.00	108,333.63
Check	10/17/2011	352	Robert Cantu		Neiva	570.00	108,903.63
Check	10/18/2011	353	Katrina Harper		Neiva	985.00	109,888.63
Check	10/19/2011	357	Tino		Neiva	1,342.50	111,231.13
Check	10/21/2011	358	Katrina Harper		Neiva	165.00	111,396.13
Check	10/24/2011	363	Robert Cantu		Neiva	860.00	112,256.13
Check	10/25/2011	364	Katrina Harper		Neiva	370.00	112,626.13
Check	10/28/2011	365	Tino		Neiva	1,187.19	113,813.32
Check	10/31/2011	CHK	Unknown payee		Neiva	793.00	114,606.32
Check	10/31/2011	366	Katrina Harper		Neiva	165.00	114,771.32
Check	11/1/2011	375	Katrina Harper		Neiva	540.00	115,311.32
Check	11/4/2011	376	Tino		Neiva	1,235.29	116,546.61
Check	11/7/2011	377	Robert Cantu		Neiva	885.00	117,431.61
Check	11/8/2011	401	Katrina Harper		Neiva	360.00	117,791.61
Check	11/14/2011	431	Latoya Harper		Neiva	90.00	117,881.61
Check	11/14/2011	432	Katrina Harper		Neiva	810.00	118,691.61
Check	11/14/2011	433	Robert Cantu		Neiva	541.00	119,232.61
Total In Home Care						119,232.61	119,232.61
Medical Supplies							
Check	1/3/2011	6847	Medical Aids		Survivor	32.48	32.48
Check	1/19/2011	104	Duke Medical Equipm...		Neiva	2.54	35.02
Check	4/22/2011	184	Duke Medical Equipm...		Neiva	17.75	52.77
Check	7/7/2011	7023	Duke Medical Equipm...		Survivor	7.62	60.39
Check	7/7/2011	251	Duke Medical Equipm...	Supplies	Neiva	5.08	65.47
Total Medical Supplies						65.47	65.47
Medical Expenses - Other							
Check	1/10/2011	EFT	Walgreens	Food & Dining Groceries POS DEB 1943 01/03/11 00027165	Neiva	21.62	21.62
Check	1/18/2011	103	Memorial City Hermann		Neiva	220.00	241.62
Check	1/19/2011	105	Memorial Clinical Ass...	Doctor	Neiva	8.02	249.64
Check	1/19/2011	108	Radiology West	Doctor	Neiva	1.23	250.87
Check	1/20/2011	106	Memoria City Surgical...	Doctor	Neiva	39.74	290.61
Check	2/2/2011	118	Memorial Pathology C...	Doctor	Neiva	7.10	297.71
Check	2/7/2011	117	Rosewood Family Ph...	Doctor	Neiva	65.00	362.71
Check	2/9/2011	127	Schleicher Dental	Dentist	Neiva	105.00	467.71
Check	2/17/2011	134	Medical Chest Associ...	Doctor	Neiva	15.01	482.72
Check	3/8/2011	151	Memorial City Hermann		Neiva	181.58	664.30
Check	3/10/2011	150	Radiology West		Neiva	5.37	669.67
Check	3/14/2011	153	ACS Primary Care		Neiva	7.56	677.23
Check	4/18/2011	188	ACS Primary Care		Neiva	7.23	684.46
Check	4/19/2011	183	Medical Chest Associ...	Doctor	Neiva	19.52	703.98
Check	4/22/2011	193	Cardiologist Assoc of ...		Neiva	28.60	732.58
Check	6/23/2011	254	Memorial Clinical Ass...	Doctor	Neiva	5.76	738.34
Check	7/1/2011	260	Schleicher Dental	Dental	Neiva	143.00	881.34
Check	7/6/2011	7024	Medical Chest Associ...	Medical: Doctor	Survivor	4.12	885.46
Check	8/5/2011	285	Dr. Achari	Doctor	Neiva	24.98	910.44

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	8/15/2011	298	memorial Hermann M...		Nelva	13.47	923.91
Check	8/16/2011	299	ACS Primary Care		Nelva	7.23	931.14
Check	8/19/2011	297	Azmat Khan MDPA	Doctor	Nelva	10.13	941.27
Check	8/29/2011	310	Legends Pharmacy		Nelva	42.00	983.27
Check	9/13/2011	323	Dentex	Doctor	Nelva	155.40	1,138.67
Check	9/13/2011	324	Memorial City Hermann		Nelva	25.00	1,163.67
Check	9/16/2011	321	ACS Primary Care	Doctor	Nelva	6.87	1,170.54
Check	9/22/2011	327	Memorial City Hermann		Nelva	59.77	1,230.31
Check	9/28/2011	320	Dr. Khawaja	Doctor	Nelva	28.04	1,258.35
Check	10/18/2011	355	OC Pharmacy	Medicine	Nelva	10.00	1,268.35
Check	10/19/2011	354	Oncology Consultants	Doctor	Nelva	22.48	1,290.83
Check	11/7/2011	EFT	Mht Nutrit Svcs H		Nelva	8.12	1,298.95
Check	11/10/2011	371	Dr. Achari	Doctor	Nelva	29.30	1,328.25
Check	11/10/2011	372	Northwoods Urology	Doctor	Nelva	84.97	1,413.22
Check	11/14/2011	374	Medical Chest Associ...	Doctor	Nelva	34.42	1,447.64
Check	12/6/2011	7041	Justin Alexander	for kt - reimburse Medical	Survivor	40.00	1,487.64
Check	12/15/2011	103	Memorial City Hermann	Doctor	Survivor	41.72	1,529.36
Check	12/22/2011	107	Kelsey-Seybold Clinic	Doctor	Survivor	13.92	1,543.28
Check	12/22/2011	108	Memorial City Hermann	Doctor	Survivor	226.40	1,769.68
Check	12/22/2011	109	ACS Primary Care	Doctor	Survivor	6.87	1,776.55
Check	1/23/2012	113	Northwoods Urology	Doctor	Survivor	740.77	2,517.32
Check	2/24/2012	112	Dr. Annie Uralil	Doctor	Survivor	44.06	2,561.38
Check	4/16/2012	120	Houston Progressive ...	Doctor	Survivor	2.20	2,563.58
Check	4/16/2012	121	Medical Chest Associ...	Doctor	Survivor	5.40	2,568.98
Total Medical Expenses - Other						2,568.98	2,568.98
Total Medical Expenses						121,867.06	121,867.06
Miscellaneous Expenses							
Check	1/18/2011	107	Hull Co-op	Misc :	Nelva	238.50	238.50
Check	11/14/2011	WDRL	Withdrawal	NO INFORMATION GIVEN FOR THIS TRANSACTION AND BA...	Nelva	6,500.00	6,738.50
Check	11/14/2011	EFT	Houston Metro Ca	Misc	Nelva	15.22	6,753.72
Total Miscellaneous Expenses						6,753.72	6,753.72
Office Supplies							
Check	1/13/2011	EFT	Bank of America	Check Order	Survivor	15.00	15.00
Check	12/31/2012	141	Office Depot	Printer Ink	Survivor	48.70	63.70
Total Office Supplies						63.70	63.70
Payments to Credit Cards							
Bank of America Credit Cards							
Check	2/1/2011	EFT	Bank of America Cre...		Nelva	43.29	43.29
Check	3/1/2011	EFT	Bank of America Cre...	Household	Survivor	282.47	325.76
Check	3/18/2011	EFT	Bank of America Cre...		Nelva	84.82	410.58
Check	4/1/2011	EFT	Bank of America Cre...	Payment	Survivor	38.00	448.58
Check	5/2/2011	EFT	Bank of America Cre...		Survivor	2,967.61	3,416.19
Check	6/1/2011	EFT	Bank of America Cre...	Credit card	Survivor	8,355.65	9,771.84
Check	9/1/2011	EFT	Bank of America Cre...		Survivor	3,256.32	13,028.16
Check	11/7/2011	EFT	Bank of America Cre...		Survivor	323.88	13,352.04
Check	12/2/2011	EFT	Bank of America Cre...		Survivor	359.79	13,711.83
Check	2/2/2012	EFT	Bank of America Cre...		Survivor	269.84	13,981.67
Check	3/2/2012	EFT	Bank of America Cre...		Survivor	61.32	14,042.99
Total Bank of America Credit Cards						14,042.99	14,042.99
Bluebonnet Credit Union Cred Cd							
Check	1/18/2011	EFT	Bank of America Cre...	Payment	Nelva	725.00	725.00
General Journal	1/19/2011	EJ20120455		Return of Posted Check / Item (R - BOA Cr Cd payment	Nelva	-725.00	0.00
Check	1/21/2011	EFT	Bank of America Cre...	Payment	Nelva	725.00	725.00
Check	3/14/2011	152	Bluebonnet Credit Uni...	Credit card	Nelva	3,248.57	3,973.57
Check	3/15/2011	312	Cardmember Serv	Credit Card	Nelva	111.00	4,084.57
Check	5/26/2011	225	Bluebonnet Credit Uni...	Credit card	Nelva	1,852.24	5,936.81
Check	5/27/2011	EFT	Bluebonnet Credit Uni...	w/medical	Survivor	1,864.49	7,801.30
Check	6/21/2011	9000	Cardmember Serv	payment	Nelva	195.00	7,996.30
Check	7/18/2011	EFT	Bluebonnet Credit Uni...	w medical	Survivor	175.47	8,171.77
Check	8/16/2011	EFT	Bluebonnet Credit Uni...	with medical	Survivor	1,172.08	9,343.85
Check	9/19/2011	EFT	Bluebonnet Credit Uni...	w/medical	Survivor	790.04	10,133.89
Check	10/18/2011	EFT	Bluebonnet Credit Uni...	w/medical	Survivor	687.84	10,821.73
Check	11/29/2011	EFT	Bluebonnet Credit Uni...	includes medical	Survivor	1,165.23	11,986.96
Total Bluebonnet Credit Union Cred Cd						11,986.96	11,986.96
Total Payments to Credit Cards						26,029.95	26,029.95
Personal Care							
Check	2/25/2011	139	Silvana	Hair	Nelva	52.00	52.00
Check	5/27/2011	230	Silvana	hair	Nelva	25.00	77.00
Check	6/13/2011	EFT	Target	Shopping-Clothing	Nelva	53.12	130.12
Check	6/13/2011	EFT	J C Penney	Shopping - Clothing	Nelva	125.93	256.05
Check	6/20/2011	EFT	J C Penney	Shopping - Clothing	Nelva	61.70	317.75
Check	6/20/2011	EFT	J C Penney	Shopping - Clothing	Nelva	251.94	569.69
General Journal	6/21/2011	EJ20120468		ATM - Target - Shopping - Clothing	Nelva	-53.12	516.57
Check	6/21/2011	EFT	Target	Shopping - Clothing	Nelva	30.84	547.41
General Journal	7/11/2011	EJ20120470		ATM JCPenney Shopping - Clothing	Nelva	-140.42	406.99
Check	7/11/2011	EFT	Stein Mart	Shopping - Clothing	Nelva	102.77	509.76
Check	7/11/2011	EFT	J C Penney	Shopping - Clothing	Nelva	80.05	589.81
Check	7/18/2011	EFT	J C Penney	Shopping - Clothing	Nelva	208.33	798.14
Total Personal Care						798.14	798.14
Pet Care							

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Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Pet Food and Supplies							
Check	2/26/2011	EFT	Petsmart	Food & Dining:Groceries	Nelva	36.79	36.79
Check	7/29/2011	EFT	Petsmart		Nelva	32.89	69.68
Total Pet Food and Supplies						69.68	69.68
Veterinary Expenses							
Check	5/23/2011	EFT	Houston Veterinary	Carole covered healthcare worked pay when this acct was low - ...	Nelva	1,019.72	1,019.72
Check	6/14/2011	EFT	Houston Veterinary	Carole had to cover worker pay - Reimbursement	Nelva	216.80	1,236.52
General Journal	6/15/2011	EJ20120467		ATM - Checkcard 0612 Houston Veterinary	Nelva	-433.60	802.92
Check	9/19/2011	EFT	Equine Sports Med	Carole covered worker pay - Reimbursement	Nelva	812.50	1,615.42
Check	10/3/2011	EFT	Greenway Animal C	Carole covered worker pay - Reimbursement	Nelva	360.82	1,976.24
Total Veterinary Expenses						1,976.24	1,976.24
Total Pet Care						2,045.92	2,045.92
Postage							
Check	3/21/2012	118	Postmaster	Estate tax info to Rich	Survivor	14.80	14.80
Check	4/16/2012	126	Postmaster	Mailing Cert Life Ins Checks	Survivor	12.60	27.40
Check	6/27/2012	134	Postmaster	Trust docs	Survivor	29.19	56.59
Check	7/18/2012	136	Postmaster	Papers to lawyer	Survivor	15.45	72.04
Check	4/4/2013	144	Postmaster	contract to g. vie	Survivor	6.11	78.15
Total Postage						78.15	78.15
Professional Fees							
Check	6/9/2011	7017	Kroese & Kroese	Mom - Tax preparations	Survivor	561.93	561.93
Check	6/9/2011	7018	Kroese & Kroese	Decedents trust Tax preparation	Survivor	1,123.87	1,685.80
Check	9/5/2011	7029	Kroese & Kroese	farm lease Tax preparation	Survivor	203.06	1,888.86
Check	10/20/2011	7031	Kroese & Kroese	Tax preparation	Survivor	700.00	2,588.86
Check	3/11/2012	116	Kroese & Kroese	Farm appraisal/mgmt	Survivor	2,175.00	4,763.86
Check	4/13/2012	119	Kroese & Kroese	Tax preparation	Survivor	1,050.00	5,813.86
Check	5/16/2012	102	Kroese & Kroese	Accounting services	Elmer	750.00	6,563.86
Check	5/16/2012	103	Kroese & Kroese	Accounting services - farm contract and trust advice	Elmer	1,000.00	7,563.86
Total Professional Fees						7,563.86	7,563.86
Repairs and Maintenance							
Check	8/13/2011	EFT	Sears	Home appliance repair	Nelva	134.93	134.93
Check	8/16/2011	295	P&M Air Conditioning	Home repair	Nelva	148.38	283.31
Check	2/29/2012	115	Durapier	Leveling house - home repair	Survivor	500.00	783.31
Total Repairs and Maintenance						783.31	783.31
Supplies							
Check	1/31/2011	EFT	Lowe's	Garden	Nelva	0.95	0.95
Check	2/22/2011	EFT	Lowe's	Garden	Nelva	22.99	23.94
Check	6/27/2011	EFT	Lowe's	Garden	Nelva	5.89	29.83
Total Supplies						29.83	29.83
Taxes							
Taxes - Federal							
Check	1/25/2011	7001	United States Treasury	2010 Estimated Taxes	Survivor	2,840.00	2,840.00
Check	4/15/2011	7010	United States Treasury	Decedents trust 2010 tax	Survivor	7,095.00	9,935.00
Check	4/15/2011	7011	United States Treasury	Decedents trust 2011 tax qtr est	Survivor	1,780.00	11,715.00
Check	4/15/2011	7012	United States Treasury	Surv Trust 2011 tax qtr est	Survivor	3,095.00	14,810.00
Check	4/15/2011	7013	United States Treasury	Surv Trust 2010 tax	Survivor	3,620.00	18,430.00
Check	6/9/2011	7020	United States Treasury	Surv Trust 2010 tax qtrly Tax:Fed	Survivor	3,620.00	22,050.00
Check	6/9/2011	7022	United States Treasury	Dec Trust 2010 tax qtrly Tax:Fed	Survivor	1,780.00	23,830.00
Check	9/5/2011	7027	United States Treasury	Sept mom's trust pmt	Survivor	2,100.00	25,930.00
Check	9/5/2011	7028	United States Treasury	Sept dad's trust pmt	Survivor	1,780.00	27,710.00
Check	12/15/2011	104	United States Treasury	Tax:Fed	Survivor	1,780.00	29,490.00
Check	4/4/2013	146	United States Treasury	Tax:Fed	Survivor	20.00	29,510.00
Check	4/14/2013	104	United States Treasury		Elmer	23,906.00	53,416.00
Total Taxes - Federal						53,416.00	53,416.00
Taxes - Property							
Check	1/19/2011	7004	Tax Assessor-Collector	098-560-000-0031	Survivor	1,112.87	1,112.87
Check	3/2/2011	145	Wilchester West Fund	Tax:zzzzzz	Nelva	365.23	1,478.10
Check	4/8/2011	EFT	County Treasurer	DES: TAX ID: 971 farm	Survivor	1,387.40	2,865.50
Check	6/9/2011	7019	Wilchester West Fund	Tax:ZZZZZ 13630 Pinerock	Survivor	327.00	3,192.50
Check	10/4/2011	EFT	County Treasurer	DES:Tax ID:119 farm	Survivor	1,598.40	4,790.90
Check	11/23/2011	EFT	Spring Branch ISD	DES: checkpaymt Tax:ZZZZZZZZ	Survivor	227.24	5,018.14
Check	12/15/2011	102	Wilchester West Fund	Tax:zzzzzzzz 13630 Pinerock	Survivor	359.00	5,377.14
Check	1/19/2012	114	HC Property Tax		Survivor	1,285.05	6,662.19
Check	10/15/2012	EFT	County Treasurer	DES: Tax ID: 166	Elmer	1,586.40	8,248.59
Check	3/18/2013	EFT	County Treasurer	DES: Tax ID: 178 - Farm Tax	Elmer	1,563.40	9,811.99
Total Taxes - Property						9,811.99	9,811.99
Taxes -State							
Check	2/1/2011	7002	State of Iowa Treasurer		Survivor	330.00	330.00
Check	6/9/2011	7021	Treasurer State of Iowa		Survivor	47.00	377.00
Check	9/5/2011	7026	Treasurer State of Iowa	mom	Survivor	230.00	607.00
General Journal	4/23/2012	EJ20120415		Deposit Iowa Tax Refund	Survivor	-690.00	-83.00
Check	9/10/2012	138	Treasurer State of Iowa	Amended taxes	Survivor	79.00	-4.00
Check	4/14/2013	105	Treasurer State of Iowa		Elmer	4,797.00	4,793.00
Total Taxes -State						4,793.00	4,793.00
Total Taxes						68,020.99	68,020.99
Telephone Expense							
Check	1/24/2011	EFT	Verizon		Nelva	106.42	106.42

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Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	1/27/2011	EFT	AT&T		Survivor	66.68	175.10
Check	2/24/2011	EFT	Verizon		Nelva	172.35	347.45
Check	2/28/2011	7008	AT&T	(SBC-AR, KS,MO,OK,TX) B	Survivor	76.39	423.84
Check	3/15/2011	EFT	AT&T	(SBC-AR,KS,MO,OK,TX) B	Survivor	70.42	494.26
Check	3/28/2011	EFT	Verizon		Nelva	138.92	633.18
Check	4/21/2011	EFT	Verizon		Nelva	72.88	706.06
Check	4/26/2011	EFT	AT&T	(SBC-AR,KS,MO,OK,TS) B	Survivor	176.85	882.91
Check	5/9/2011	EFT	AT&T		Survivor	177.21	1,060.12
Check	5/27/2011	EFT	AT&T		Survivor	95.73	1,155.85
Check	6/6/2011	EFT	Verizon		Nelva	225.00	1,380.85
Check	6/9/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	154.09	1,534.94
Check	6/28/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	86.12	1,621.06
Check	7/5/2011	EFT	Verizon		Nelva	282.03	1,903.09
Check	7/11/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	224.42	2,127.51
Check	7/27/2011	EFT	AT&T	Bill(SBC-AR, KS, MO, OK, TX) B	Survivor	82.16	2,209.67
Check	8/2/2011	EFT	Verizon		Nelva	245.03	2,454.70
Check	8/10/2011	EFT	AT&T	DES:Payment ID: 787780565AUS	Survivor	170.89	2,625.59
Check	8/25/2011	EFT	Verizon		Nelva	242.00	2,867.59
Check	8/26/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) bill payment	Survivor	84.47	2,952.06
Check	9/12/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	168.71	3,120.77
Check	9/23/2011	EFT	Verizon		Nelva	137.66	3,258.43
Check	9/26/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	84.47	3,342.90
Check	10/11/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	184.35	3,527.25
Check	11/1/2011	EFT	Verizon		Nelva	189.54	3,716.79
Check	11/8/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	84.44	3,801.23
Check	11/10/2011	EFT	AT&T	DES:Payment ID: 787780565AUS	Survivor	168.24	3,969.47
Check	11/23/2011	EFT	Verizon		Nelva	192.13	4,161.60
Check	12/5/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK,TX) B	Survivor	90.82	4,252.42
Check	12/28/2011	EFT	AT&T	Bill(SBC-AR,KS,MO,OK,TX) B	Survivor	108.59	4,361.01
Check	1/31/2012	EFT	AT&T	Bill (SBC-AR,KS,MO,OK,TX) B	Survivor	86.00	4,447.01
Check	2/14/2012	EFT	AT&T	Bill (SBC-AR,KS,MO,OK,TX)	Survivor	72.16	4,519.17
Total Telephone Expense						4,519.17	4,519.17
Utilities							
Cable TV							
Check	1/5/2011	EFT	Comcast		Survivor	64.04	64.04
Check	1/27/2011	EFT	Comcast		Survivor	59.77	123.81
Check	2/25/2011	EFT	Comcast		Survivor	67.65	191.46
Check	3/23/2011	EFT	Comcast		Survivor	63.71	255.17
Check	4/26/2011	EFT	Comcast		Survivor	63.71	318.88
Check	4/26/2011	EFT	Comcast		Survivor	63.71	382.59
Check	5/26/2011	EFT	Comcast		Survivor	11.52	394.11
Check	5/31/2011	EFT	Comcast		Survivor	11.52	405.63
Check	6/28/2011	EFT	Comcast	Elmer H Brunsting	Survivor	52.20	457.83
Check	7/28/2011	EFT	Comcast	Elmer	Survivor	63.72	521.55
Check	8/29/2011	EFT	Comcast		Survivor	63.72	585.27
Check	9/28/2011	EFT	Comcast		Survivor	63.72	648.99
Check	10/28/2011	EFT	Comcast		Survivor	63.71	712.70
Check	11/29/2011	EFT	Comcast		Survivor	63.71	776.41
Total Cable TV						776.41	776.41
Electricity							
Check	1/21/2011	EFT	Stream Energy of TX		Survivor	134.05	134.05
Check	2/18/2011	EFT	Stream Energy of TX	Utilities: Gas & Electric	Survivor	106.89	240.94
Check	3/15/2011	EFT	Stream Energy of TX		Survivor	100.71	341.65
Check	4/18/2011	EFT	Stream Energy of TX		Survivor	93.99	435.64
Check	5/19/2011	EFT	Stream Energy of TX		Survivor	174.61	610.25
Check	6/17/2011	EFT	Stream Energy of TX	Bill payment	Survivor	217.04	827.29
Check	7/18/2011	EFT	Stream Energy of TX	Bill payment	Survivor	166.12	993.41
Check	8/17/2011	EFT	Stream Energy of TX	bill payment	Survivor	308.10	1,301.51
Check	9/16/2011	EFT	Stream Energy of TX	bill payment	Survivor	344.55	1,646.06
Check	10/17/2011	EFT	Stream Energy of TX		Survivor	217.43	1,863.49
Check	11/15/2011	EFT	Stream Energy of TX	payment	Survivor	160.68	2,024.17
Check	12/28/2011	eft	Stream Energy of TX	PAYMENT	Survivor	81.95	2,106.12
Check	1/20/2012	EFT	Stream Energy of TX		Survivor	59.96	2,166.08
Check	2/17/2012	EFT	Stream Energy of TX		Survivor	19.10	2,185.18
Check	3/26/2012	EFT	Stream Energy of TX		Survivor	39.19	2,224.37
Check	4/25/2012	EFT	Stream Energy of TX	Payment	Survivor	25.00	2,249.37
Check	6/7/2012	133	Stream Energy of TX		Survivor	10.53	2,259.90
Total Electricity						2,259.90	2,259.90
Gas							
Check	1/19/2011	7005	Entex		Survivor	130.42	130.42
Check	4/18/2011	EFT	Entex	PPD	Nelva	323.62	454.04
Check	6/22/2011	EFT	Entex	PPD	Nelva	73.47	527.51
Check	8/15/2011	286	Entex		Nelva	52.48	579.99
Check	9/14/2011	325	Entex		Nelva	42.59	622.58
Check	11/23/2011	EFT	Entex	PPD	Survivor	65.66	688.24
Check	12/22/2011	108	Centerpoint Energy	PPD	Survivor	54.62	742.86
Check	3/11/2012	117	Centerpoint Energy	PPD	Survivor	158.09	900.95
Check	6/7/2012	132	Entex	PPD	Survivor	41.71	942.66
Total Gas						942.66	942.66
Water							
Check	12/23/2010	EFT	City of Houston Water		Nelva	52.74	52.74
Check	1/21/2011	EFT	City of Houston Water		Survivor	80.94	133.68
Check	3/1/2011	EFT	City of Houston Water	Water Bill	Survivor	52.74	186.42
Check	4/4/2011	EFT	City of Houston Water		Survivor	90.34	276.76

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Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	5/11/2011	eft	City of Houston Water	WATER BILL	Survivor	99.74	376.50
Check	6/9/2011	EFT	City of Houston Water	DES: Water bill I	Survivor	130.35	506.85
Check	6/22/2011	7710	Electchk	Bcf - 14411 We 06/ Westh, Houston, TX #000032384	Survivor	314.57	821.42
Check	7/11/2011	EFT	City of Houston Water	DES:Water bill I	Survivor	282.51	1,103.93
Check	8/8/2011	EFT	City of Houston Water	DES: water bill I	Survivor	277.78	1,381.71
Check	9/8/2011	EFT	City of Houston Water	DES:water bill I	Survivor	265.10	1,646.81
Check	10/12/2011	EFT	City of Houston Water	DES:water bill I	Survivor	227.06	1,873.87
Check	11/10/2011	EFT	City of Houston Water	DES: water bill I	Survivor	201.70	2,075.57
Check	12/9/2011	EFT	City of Houston Water	DES:Water bill I	Survivor	252.42	2,327.99
Check	1/9/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	115.49	2,443.48
Check	2/13/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	47.13	2,490.61
Check	3/19/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	20.42	2,511.03
Check	4/12/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	26.19	2,537.22
Total Water						2,537.22	2,537.22
Total Utilities						6,516.19	6,516.19
Total Expense						418,844.23	418,844.23
Net Ordinary Income						411,325.12	411,325.12
Other Income/Expense							
Other Expense							
FMV of Stocks Transferred Out							
General Journal	5/11/2011	EJ20110522		Distribute 1,120 Sh Exxon Stock to Amy Brunsting	Survivor	90,854.40	90,854.40
General Journal	6/15/2011	EJ20110621		Distribute 1,325 Sh Exxon to Carole Brunsting	Elmer	110,597.75	201,452.15
General Journal	6/15/2011	EJ20110621		Distribute 160 Sh Exxon to Candy Curtis	Survivor	13,355.20	214,807.35
General Journal	6/15/2011	EJ20110621		Distribute 160 Sh Exxon to Anita Brunsting	Survivor	13,355.20	228,162.55
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Ann Brunsting	Nelva	14,162.85	242,325.40
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Anita Brunsting	Nelva	14,162.85	256,488.25
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Jack Brunsting	Nelva	14,162.85	270,651.10
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Katie Riley	Nelva	14,162.85	284,813.95
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Luke Riley	Nelva	14,162.85	298,976.80
Total FMV of Stocks Transferred Out						298,976.80	298,976.80
Total Other Expense						298,976.80	298,976.80
Net Other Income						-298,976.80	-298,976.80
Net Income						112,348.32	112,348.32

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EXHIBIT 3

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Curtis V Brunsting

Stock Distribution Analysis

Exhibit 3

Approximate Date	Exxon/Mobil Shares	Exxon/Mobil Value	Chevron Corporation Shares	Chevron Corporation Value	Totals Shares	Totals Value
Amy Brunsting						
5/11/2011	1,120.00000	90,854.40			1,120.00000	90,854.40
Carole Brunsting						
6/15/2011	1,325.00000	110,597.75			1,325.00000	110,597.75
Candy Curtis						
6/15/2011	160.00000	13,355.20			160.00000	13,355.20
Ann Brunsting						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Jack Brunsting						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Katie Riley						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Luke Riley						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Anita Brunsting						
6/15/2011	160.00000	13,355.20	135.00000	14,162.85	295.00000	27,518.05
Totals	2,765.00000	228,162.55	675.00000	70,814.25	3,440.00000	298,976.80
Recap by Date						
5/11/2011	1,120.00000	90,854.40			1,120.00000	90,854.40
6/15/2011	1,325.00000	110,597.75			1,325.00000	110,597.75
6/15/2011	320.00000	26,710.40	675.00000	70,814.25	995.00000	97,524.65
	2,765.00000	228,162.55	675.00000	70,814.25	3,440.00000	298,976.80

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Exhibit C

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, *et al*,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-592
	§	
ANITA KAY BRUNSTING, *et al*,	§	
	§	
Defendants.	§	

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

The matter before the Court is the Plaintiff's Motion to Remand. Plaintiff seeks remand of the case to state court on substantive and procedural grounds including a lack of complete diversity between the parties and the existence of similar questions of law and fact currently pending before Harris County Probate Court Number Four under Cause Number 412,249. The Court finds that the remand should be GRANTED.

The Court finds that Plaintiff originally filed her Petition against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust and that diversity jurisdiction existed between Plaintiff and Defendants. Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously. The Court further finds that no parties are opposed to this remand and that no parties have filed any objection thereto.

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It is, therefore, ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.

Kenneth M. Hoyt
United States District Judge

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Exhibit 17

PLAINTIFFS RESPONSE TO THE REPORT OF MASTER AND APPLICATIONS FOR ORDERS August 13, 2013 demanding defendants account for EE bonds

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	§	
Plaintiff,	§	
	§	
v	§	CIVIL ACTION NO. 4:12-cv-00592
	§	Jury
ANITA KAY BRUNSTING, et al.	§	
Defendants.	§	

PLAINTIFF'S RESPONSE TO THE REPORT OF MASTER AND APPLICATIONS FOR ORDERS

1. Statement of the Case

1.1 Plaintiff and Defendants are siblings. Their parents, Elmer and Nelva Brunsting, created a living trust for their benefit and for the benefit of their five children. The stated co-successor beneficiary distribution was to be equal, 1/5 for each of the five Brunsting children: Candace, Carole, Carl, Amy, and Anita. The trust was also structured to preserve the Brunsting legacy for Elmer and Nelva's grandchildren.

1.2 Plaintiff Curtis' father died April 1, 2009 and her mother died November 11, 2011.

1.3 On February 27, 2012, Plaintiff filed a pro se complaint in the United States District Court for the Southern District of Texas, alleging the civil torts of breach of fiduciary, extrinsic and constructive fraud, and intentional infliction of

emotional distress, alleging that the Defendants, acting as trustees for their parents' trust, failed to notice her of actions affecting her beneficial interests, refused to provide copies of non-protected trust instruments, and refused to account for trust assets or to report on any other acts of administration. On March 8, 2012, Plaintiff's complaint was dismissed under the probate exception to federal diversity jurisdiction. The Plaintiff filed a notice of appeal. On January 30, 2013, the Fifth Circuit Court of Appeals reversed the dismissal. On April 19, 2013, the District Court issued a memorandum and order for preliminary injunction. In the order, the Court ordered the appointment of an independent firm or accountant to gather the financial records of the trust and provide an accounting of the income and expenses of the trust since December 21, 2010. The defendants were ordered to cooperate with the accountant in this process.

1.4 On May 9, 2013, the Court ordered the appointment of William G. West as Master to perform an accounting. The Report of Master[1], dated July 31, 2013, was submitted to the Court and the Court set this matter for hearing on September 3, 2013, with a deadline for filing objections to the report and the accountant's invoice on or before August 27, 2013.

[1] Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13

2. The Report of Master

2.1 The Report of Master ("Report") corroborates Plaintiff's claims that Defendants have refused to account for trust assets, to report on any other acts of administration, concealed information that they have a fiduciary duty to disclose, and that Defendants failed to keep accurate books and records, and therefore are unwilling or unable to account.

2.2 The Report indicates to Plaintiff that Defendants have failed to keep any books whatsoever, and cannot or will not produce all of the records necessary for a full, true and complete accounting of trust assets, income, and expenditures. Many of these records they have simply claimed as "missing", after numerous requests from the Master to provide the information.

2.3 Therefore, on the basis of the absence of records, as shown by the Report, Plaintiff objects to the accounting provided by Defendants as incomplete, and hereby challenges all transactions.

3. General Challenge to Validity of Transactions

3.1 Defendants' inability or unwillingness to disclose supporting evidence that would give the accounting veracity, continues to inform this Plaintiff's belief that Defendants have something to hide.

3.2 Plaintiff hereby generally challenges all transactions, including but not limited to those claimed to be gifts, reimbursements, trustee compensation, and legal expenses. Plaintiff specifically challenges all transactions from which Defendants personally benefited.

4. Known Assets of the Trust Unaccounted For

4.1 Plaintiff has personal knowledge that U.S. Treasury Series EE/E Savings Bonds existed after the death of Nelva Brunsting and have not appeared on any schedule of assets to date.

5. Application for Order to Obtain Records Regarding U.S. Treasury Bonds

5.1 Plaintiff moves this court for an order for procurement of the records on file with the U.S. Treasury, pursuant to the attached proposed order.

6. Application for Order to Obtain Additional Records and Records Noted in the Master's Report to be "Missing"

6.1 The extent to which the trust assets have been mismanaged cannot be determined without complete transparency and documentation. Plaintiff therefore moves this court for an order for procurement of additional and "missing" records pursuant to the attached proposed order.

7. Challenge to Validity of Securities Transactions

7.1 The Report reflects stock distributions to the Defendants and their children. Plaintiff specifically challenges all stock transactions from which Defendants personally benefited. Defendants did not notice Plaintiff, nor obtain her consent, for distributions that benefited the Defendants substantially more than, and to the exclusion of, other co-beneficiaries.

8. Other Relief Requested

8.1 Plaintiff requests that Defendants be ordered to bear the costs associated with the execution of these orders.

8.2 Plaintiff further requests that the Preliminary Injunction remain in full force and effect.

8.3 Plaintiff further respectfully requests that this Court grant any other available relief that it finds reasonable or necessary under the totality of the circumstances.

Respectfully submitted, Monday, August 26, 2013

/s/_____

Candace Louise Curtis
1215 Ulfinian Way
Martinez, CA 94553
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Exhibit 18

Transcript: Hearing on Report of Special Master September 3, 2013

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	.	Civil Action
	.	No. H-12-592
	.	
	.	
	.	
VS.	.	
	.	
	.	
ANITA KAY BRUNSTING, ET	.	SEPTEMBER 3, 2013
AL.	.	HOUSTON, TEXAS
	.	1:38 P.M.
	.	

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

APPEARANCES:

FOR PLAINTIFF:	MS. CANDACE LOUISE Pro Se 1215 Ulfinian Way Martinez, California 94553
FOR DEFENDANTS:	MR. GEORGE WILLIAM VIE, III MS. MAUREEN McCUTCHEN Mills Shirley LLP 1021 Main Street Suite 1950 Houston, Texas 77002

Proceedings recorded by mechanical stenography, transcript produced by computer-aided transcription.

APPEARANCES (Continued):

FOR SPECIAL MASTER:	MR. TIMOTHY AARON MILLION Munsch Hardt, et al. 700 Louisiana Street Suite 4600 Houston, Texas 77002
OFFICIAL COURT REPORTER:	MS. STEPHANIE KAY CARLISLE U.S. District Court 515 Rusk, Suite 8016 Houston, Texas 77002 713.250.5157
ALSO PRESENT:	Mr. William Arthur Potter

* * *

P R O C E E D I N G S

(September 3, 2013)

THE COURT: This is Cause No. 2012-592, Candace Louise Curtis versus Anita Kay Brunsting and others. And Amy Ruth Brunsting. And I believe the law firm has been sued as well. I'm not sure if they have been served or not. In any event, let's see. Let's get an announcement here.

For the plaintiff, pro se, is that you, Ms. Curtis?

01:38:32PM MS. CURTIS: Yes, Your Honor.

THE COURT: And for the defendants?

MR. VIE: George Vie and Maureen Kuzik McCutchen for the defendants, Your Honor.

THE COURT: I'm sorry, say that again.

MR. VIE: George Vie and Ms. McCutchen for the defendants, Your Honor.

THE COURT: All right. And I have the special master here as well.

MR. WEST: Good afternoon, Your Honor. William

01:38:54PM West, special master.

THE COURT: And you have counsel with you?

MR. MILLION: Good afternoon, Your Honor. Timothy Million.

THE COURT: All right. And another gentleman?

01:39:06PM MR. WEST: Your Honor, this is my associate, William

A. Potter, P-O-T-T-E-R.

THE COURT: Okay. Very good. Let's see. We have the special master here as well, I gather, as the defendants, two of the defendants, the two sisters.

01:39:24PM I'm not sure. Are both of them serving as administrators or trustees of the estate?

MR. VIE: They are both co-trustees. Only Anita Brunsting is here today.

THE COURT: Any reason why Amy Ruth is not present?

01:39:44PM MR. VIE: Just because of employment obligations, sir.

THE COURT: Okay. I believe that's everyone that's participating.

We have this suit that was filed by Ms. Curtis 01:40:04PM back in 2012, in fact. I believe, Ms. Curtis, somewhere around February of 2012. That was pending for a period of time, and it was initially brought as a kind of truth in limine accounting. She mixed a lot of stuff together there.

And, of course, the one aspect of the case that 01:40:26PM this Court -- I said one aspect. One of the aspects of this case that the Court saw was first that there was diversity of citizenship, that she was a California resident, and the sisters were Texas residents.

And, secondly, that she was making allegations 01:40:44PM about an estate that appeared to be substantial sums of money,

or property, or both, were located, and that she was an heir, or at least felt that she was one of the heirs to the estate, and that she felt, I believe, at that time, that her sisters, who were co-trustees, were not properly managing the estate. I think that's, generally speaking, how this lawsuit developed.

01:41:09PM

So, in the process of conducting a couple of hearings, or at least -- I say hearings, opportunities for communication and dialogue, the Court set this matter for a hearing, and we had a hearing several months ago. Let's see if I can track that down. A telephone conference in July. I think it may have been the -- perhaps were the last communication we had. Proceeding here in the courtroom, for sure.

01:41:26PM

And the Court determined that a report, an accounting of income, receipts, and expenses, and disbursements would be appropriate, setting a time frame of December 21, 2010, through May 31st of 2013, and that that report should be filed. I would then conduct a hearing to determine not so much whether or not the accounting -- the report should be received, but to permit the master -- special master to answer questions from either side regarding the procedure and his findings, and then, also, for approval of his request for -- for pay.

01:42:08PM

01:42:31PM

And there, I believe, have been, since that

01:42:56PM

time, motions filed by the defense for, I believe, a renewal of a lease on the Iowa property. Objections to that and then other motions have been filed. So we will see how much, if not all of this, we can cover.

01:43:25PM So, Ms. Curtis, will you be -- besides the special master, is there anyone else in the courtroom you are going to need to call and have testify or ask questions of?

MS. CURTIS: No, Your Honor.

THE COURT: Okay. Sir, if you come forward, I will

01:43:41PM swear you in, and then you can take a seat over on my left.

Raise your right hand, please, sir.

(William West, witness, sworn.)

THE COURT: Please have a seat. And we can start with -- Ms. Curtis, we can start with you, if you have

01:44:07PM questions of the special master regarding -- you have a copy of his report, do you not?

MS. CURTIS: Yes, I do, Your Honor.

THE COURT: Okay. Why don't you move up closer to us there -- no, no, no. I mean, you can have a seat there, but I just wanted you to move up closer and bring the paperwork up closer.

All right. This is a formal proceeding, Ms. Curtis, so that when you are addressing the Court, you will need to stand and address the Court, and -- and I will be

01:44:44PM requiring that all of the questioning that is done as to any

witness should be done from the podium so it is easy for me to pay attention, for the lawyer and then the witness, and, of course, that same -- obviously, that same rule applies to counsel for the defense.

01:45:01PM If you would also bend that microphone down so that, when you are standing in that area and speaking to me, we will be able to hear you, and the court reporter can take your remarks.

All right. Are you ready -- you have a copy of

01:45:15PM the report, I believe you said.

MS. CURTIS: Yes, Your Honor.

THE COURT: Do you have some questions you want to ask of the witness? If so, you may do so at this time.

MS. CURTIS: No, Your Honor. I have no questions.

01:45:24PM THE COURT: You completely are, say, satisfied that you understand --

MS. CURTIS: I have no questions.

THE COURT: You just have no questions. All right.

Mr. Vie, do you have any questions you want to

01:45:33PM ask of this witness?

MR. VIE: Yes, Your Honor.

THE COURT: All right. Would you come to podium, sir.

Do you have a copy of your report with you? If

01:45:39PM not, let's get a copy of it to you. I think I have got some

copies here.

DIRECT EXAMINATION

BY MR. VIE:

Q. Good afternoon. I just have one or two questions just to clarify, as the Court said, the procedures under which the report was prepared.

On Exhibit 1 to the report --

A. Yes.

Q. -- you provided a statement of income, receipts, expenses, and disbursements for the period the Court directed; is that correct?

A. Yes, sir.

Q. In conclusion, on page 2 of that report, where you indicate, at the bottom, a net of income receipts and less value of stock distributed, if you could explain, what is that trying to capture?

A. This is trying to capture either -- during the time frame in question, either the receipts received or dividends in kind from the dividend distribution -- excuse me, dividend reinvestment accounts, less any amounts paid or any stock distributed.

Q. So this number at the bottom of page 2, the net of income number, this doesn't reflect actually the value of this estate?

It doesn't include the actual stock value that

remains in the estate?
A. Absolutely not. To do something like that you would need to get into something with a balance sheet -- and things of that nature.
01:47:40PM Q. What we are being provided here is more of a statement of money going out and money coming in?
A. Correct.
Q. The other exhibit, Exhibit -- the exhibit that relates to your recapturing the stock distributions that were made, is
01:48:04PM there an Exhibit 3?
Is that where that is located?
A. Yes.
Q. Stock distribution analysis?
A. Correct.
01:48:10PM Q. These are all -- these are all distributions that took place during the time that Ms. Brunsting was alive, correct?
A. From December 21st, 2010, to her demise.
Q. I understand.
Specifically, you did not find any evidence of
01:48:28PM any stock distributions that were made to anyone after the date that she died, the date of her death?
A. Correct.
THE COURT: Mr. Vie, what is the date of her death? Establish that.
BY MR. VIE:

Q. November 11, 2011?
A. Correct.
Q. So during the period of time that she was the beneficiary of the trust and had the right to direct gifts and payments --
01:48:52PM THE COURT: "She" being?
MR. VIE: Mrs. Brunsting, Nella Brunsting.
BY MR. VIE:
Q. The only transactions that you found for stock distribution, as you have noted in Exhibit 3, was at the time
01:49:03PM she was alive and could direct those distributions?
A. To the first part of your question, I don't think I have enough information to respond. But from all of the documents that we had and everything appeared to tie, these are the distributions out of those accounts in that time frame.
01:49:24PM Q. Thank you.
Could you -- in addition to the documents that we provided, you asked for and we provided a Quicken file, an electronic file?
A. Correct.
01:49:34PM Q. If you could explain to the Court what that file was, what you found in it, and how you used it.
A. That was an electronic accounting file that I asked for and that you had given me, and it was what I would generally term an electronic checkbook, which would show -- gave
01:50:00PM information about a date, an amount, and the payee.

Q. And what account the payment came from?

A. To a limited extent, yes.

Q. How were you able to use that, then, into what became the master's report?

01:50:16PM *A.* We used that in conjunction with the review of bank statements and other paper documents, brokerage firm account, information to create our database.

MR. VIE: No further questions.

THE COURT: I have a few, and this is to primarily

01:50:38PM supplement the record.

I want you to go back, Mr. West, and give us a general overview of what you did and -- and what these exhibits mean in terms of the income and expenses associated with this report.

01:51:00PM THE WITNESS: Yes, sir.

My report is comprised of an introduction where I gave some of the background of the complaint to a limited extent which has been addressed today. Then I gave a timeline of records received. I started that process with calling the

01:51:27PM defendants' attorney. I set up the meeting with him. We had a meeting within a week or ten days of my initial call.

I received, at his office, a number of paper files and a number of records on -- in electronic format in CD -- on CD's. I was also given a schedule of those documents

01:51:56PM that they were giving me and a list of documents that they

were not giving me, but which they were working towards obtaining.

THE COURT: Did you have the impression that this was a combination of records, some of which had been -- which were the, let's call it, original handwritten-type records, along with records that maybe had been prepared or were being prepared by the attorney for the defendant?

THE WITNESS: My broad answer to that is yes. Some were original documents that you could tell had come directly from the brokerage firm or a bank. Some were bank statements that appeared to have been downloaded over the Internet, which looked completely normal to me.

I have looked at literally thousands of documents of this nature over the years. Balances, account numbers, everything tied. I didn't think that anything had been created to be given to me.

THE COURT: By saying you were given a CD, what are you referring to?

THE WITNESS: A plastic disk.

THE COURT: I understand. What was contained on that?

THE WITNESS: Those were bank statements.

THE COURT: Downloaded from?

THE WITNESS: Yes, sir. For the most part, the paper documents -- they gave them to me, for the most part, in

paper format and electronic format.

THE COURT: But you didn't have the impression that this was a way that the records had been kept; this is just the way they had presented them?

01:53:40PM THE WITNESS: I can't tell if they were kept that way, but they had been compiled, and I think they have probably been compiled by counsel's staff.

THE COURT: All right.

THE WITNESS: As -- I received those approximately 01:54:00PM the first of June -- actually, there's some dates reflected in the report. About a month later I received a -- some more paper files and some more CD's with information on them that answered a number of -- submitted a number of the documents that had been missing on the first turnover of documents.

01:54:36PM As that was -- as that information was being processed from time to time, I had e-mails with defendants' counsel asking for particular questions or asking for more information to which, for the most part, he was able to respond, or if they weren't available, he -- he just told me 01:55:02PM so. So, I felt like he was trying to do the best he could.

THE COURT: At the end of the day, let's say sometime the latter part of July, when you had your hands full of the documents, did you have the impression that you had all of the documents that you needed to complete a proper and 01:55:29PM complete report?

THE WITNESS: For the most part, Your Honor. I listed in my report some accounts or statements that were not received. Defendants' counsel had explained why they were not received, or I believe there were a few things they were still trying to get. I conferred with my associate, who did a great deal of the work, you know, with my work and supervision. There were certain documents that we didn't have, but we did have some summary statements or some quarterly-type statements.

01:56:19PM I can't say for certain. I felt like we did have what we needed to present a good report. Not anything is a hundred percent right, but I felt like we didn't have any really big unexplained gaps in the things that we were given.

THE COURT: That pushes you over into the work

01:56:52PM performed area where you are now talking about.

So is there something else in that area that you need to bring to the Court's attention?

Basically that you received the documents -- I'm just following.

01:57:05PM THE WITNESS: Yes, sir. We felt like we had substantially all of the documents or a very high percentage, and I'm saying that from years of experience as an accountant. If I had really felt uncomfortable about anything, it would have been highlighted and really brought to the forefront.

01:57:40PM THE COURT: Whatever is necessary, you saw.

THE WITNESS: Yes.

THE COURT: In the summary of the accounts received, you show several bank accounts and several, let's call them, stock accounts or stock brokerage accounts, various investment accounts. I don't know if these are stocks or just simply accounts where you would invest money and they would purchase stock. The point is that these are -- appear to be a substantial number of accounts.

Are you of the opinion that these are all the accounts -- first of all, these are the accounts provided?

THE WITNESS: They were the ones provided. I think they were all that was provided. The plaintiff, in response, had raised the issue about some Treasury bills or Treasury bonds. I don't believe we saw any information in regards to them.

Now, technically, I would like to see the bonds. And technically, if it was something where they just sat there and interest was paid in a lump sum at a future date, and there was no income or cash income receipt activity during the period, then they be wouldn't reflected on here. But if it was an accrual-type income, then it should have been reflected.

THE COURT: So these accounts, as I understand it -- and you are distinguishing between the accounts that may be in existence but just have not reported income on an accrual

basis, but these accounts are reporting on a quarterly or annual basis income, and/or fees, or whatever else that might be reflected against the account.

THE WITNESS: Yes, Your Honor, all these accounts.

01:59:41PM THE COURT: For example, if there were Treasury -- are Treasury bonds, and they are paying whatever interest they are paying, that certainly could be -- that might be -- you don't have those, but that interest theoretically, I guess, could be applied back into the principal and, therefore, would 01:59:59PM not be reflected on a statement.

THE WITNESS: Correct.

THE COURT: Okay. Tell us a little bit about the report exceptions and the missing documents area there on page 6.

02:00:11PM THE WITNESS: These were -- as it is discussed here, there were some accounts that we did not have, or statements. In some cases, they were quarterly reports that were not -- the second quarterly reports were not available yet, or I was told they were not available yet in the latter part of July, 02:00:41PM which was quite often the case, but that they could be supplied, if needed.

There were a couple of other accounts where we may have been missing a monthly account or maybe an earlier quarterly account, but we had a latter period account where, 02:01:02PM for the most part, everything -- we could kind of trace our

way through the missing period. Again, I didn't see any great cause for alarm.

And then there were a number of things, disbursements, that we did not have documentation for, and those were explained to me that, for the most part, that they just didn't exist.

THE COURT: Okay. And these disbursements did not have -- did not have a paper backing. These would just be, let's say, for example, a check that might have been written for an amount of money, but there was no -- for your records there was no receipt or document indicating why that disbursement was being made. It might be reflected on the check itself.

THE WITNESS: Correct. We were able to go back to the pictures of check facsimiles and, you know, confirm that.

THE COURT: Okay. All right. Now, you've also listed on page 8 a number of outstanding shares. These reflect the transfers that you say were made before November 11th of 2011, I gather. And then other stocks, perhaps, that might have -- that might have been reinvested, or income that might have been reinvested.

Am I seeing that right?

THE WITNESS: Yes, sir.

THE COURT: Okay. All right. You make a statement on page 9, at the end of that section, that indicates that

there are certain stocks available.

Is that the total of all stocks outstanding shares that are part of the trust?

THE WITNESS: Yes, sir, to the best of my recollection.

02:03:15PM

THE COURT: Those are three different, I believe -- three different shares -- three different companies -- that might not be the proper term. How would you say it?

THE WITNESS: I think it was four -- Chevron, Exxon, John Deere, Deere Enterprises, and Metropolitan Life.

02:03:33PM

THE COURT: Okay. Those are the four. Okay. All right. And then you go on to make comments on certain accounts, and this is some of which you maybe already have stated having to do with the sale of certain securities and the disbursement. I'm not sure.

02:03:53PM

Is that what that is about?

THE WITNESS: Yes, sir.

THE COURT: One of the areas that you touched on earlier had to do with, for example, a check that may have been written to a family member that may or may not have had some document behind it. We are looking at the top of page 10, where is says, "Many of the payments were noted as reimbursements." These would be checks that would reflect reimbursement but not necessarily another check that showed the payment was made.

02:04:11PM

02:04:33PM

THE WITNESS: Correct. The check was written to the individual from the Quicken files. It would say reimbursement for -- automobile repairs type of thing. And on the Quicken files, it may have been in that automobile repair expense account. But for purposes of this report and the issues raised in the complaint, I felt that it was important -- it was important to make this some special category.

THE COURT: All right. Now, going to Exhibit 1, this is the summary statement, is it not?

I say summary statement. It's a statement of income, receipt and expenses. Behind that would be the exhibits. I say exhibits, would be other exhibits that would reflect the individual checks written and/or to whom they may have been written in Exhibit No. 2. And in Exhibit 3 would be the distribution analysis of the stock payments.

Is that what I'm having there?

THE WITNESS: Yes, sir.

THE COURT: All right. So, just let me take a look at this. It shows, I gather, that they had an opening -- a beginning opening of 127,000 -- almost $128,000 in farm income as a beginning item there.

THE WITNESS: Yes, sir. Farm rent during the time frame in question.

THE COURT: And, so, what you've done is you've accumulated all of the income from the farm for this period,

"this period" being the period that I requested that you do, the December 21, 2010 through May 31, 2013.

THE WITNESS: The deposits we identified for farm rental income.

02:06:38PM THE COURT: And that would be just a little over a two-year period, two years and a few months.

THE WITNESS: Yes, sir.

THE COURT: All right. In addition to that, you show dividend income, interest income.

02:06:52PM And by long-term capital gains and short term, are you reflecting there some income from Exxon or one of these companies?

THE WITNESS: No, sir. Actually the dividends from Exxon or Chevron would be in the dividend income amount.

02:07:13PM THE COURT: On Exhibit 3?

THE WITNESS: Excuse me.

THE COURT: Oh, I'm sorry, no, it would not be.

THE WITNESS: I'm sorry, Your Honor. Could you repeat your question.

02:07:22PM THE COURT: I was asking where did this long-term capital gains come from.

THE WITNESS: Oh, I'm sorry. The long-term capital gains and short-term capital gains, those were reported on the stock brokerage accounts. Those are called flow-through

02:07:38PM amounts from mutual funds and things of that nature.

THE COURT: And then the income of 183,000 is stock sale. That's the liquidation of the stock -- did that include the liquidation of stock before 11/11/11?

THE WITNESS: That was the liquidation of stocks during that time frame, other than the stocks that were disbursed in kind.

THE COURT: Okay. So this is a separate liquidation.

THE WITNESS: Yes, sir.

02:08:11PM THE COURT: Or a separate income, should I say. This is income.

THE WITNESS: It's stock liquidated.

THE COURT: This is income from the sale of certain other stocks that has now has been liquidated and it brings

02:08:22PM total income to about $216,600,000.

THE WITNESS: Yes, sir.

THE COURT: The miscellaneous income is just other income that -- what would that be, sort of like what?

THE WITNESS: To be honest, Your Honor, without

02:09:01PM looking at the underlying documents, I can't remember right now. But it was a number of small items that didn't fit one of these other accounts that are listed in Exhibit 1.

THE COURT: But it is reflected in the deposits of the account?

02:09:17PM THE WITNESS: Yes, sir.

THE COURT: The pension income, and I'm looking at Social Security income. Who is getting Social Security income to go into that account at this time?

I believe both the husband and the wife are deceased, right?

02:09:31PM

THE WITNESS: Mrs. Brunsting, she was alive for about 12 months.

THE COURT: You are right. Tax refunds, that would also be reflected. This is the sale proceeds from the house. That's all -- so we are talking about a total of 830-plus thousand dollars during this two years or two- to three-month period?

02:09:45PM

THE WITNESS: Yes, sir.

THE COURT: And then we're talking in the next section about expenses, medical care, in-house care, and medical care, and all of that coming to the 122,000, more or less.

02:09:55PM

THE WITNESS: Yes, sir.

THE COURT: The pet care and pet food and all of that, that doesn't have anything to do with the farm. This must be at the house, right?

02:10:22PM

THE WITNESS: Yes, sir.

THE COURT: Okay. And veterinarian expenses.

So we are talking about total expenditures of about half of what the income was, right?

02:10:41PM

THE WITNESS: Yes, sir.

THE COURT: And then you said net income, receipts, and expenses, disbursements.

How are you distinguishing that from total expenses and disbursements?

02:10:55PM

THE WITNESS: That's just the net of the total incoming receipts of 830,000 less the total expenses of 418.

THE COURT: Okay. And then you show the 298,000 in stock -- in stock transfer to family or whatever. This is a value of stock. This is the value beyond what was sold and became income.

02:11:20PM

THE WITNESS: Yes, sir.

THE COURT: So we are looking at -- right at almost 500 -- well, 300,000, basically, that was transferred directly, apparently, by the estate before -- before Ms. Brunsting died in November 11, 2011.

02:11:39PM

THE WITNESS: Yes, sir.

THE COURT: More or less.

THE WITNESS: In May and June of 2011.

THE COURT: What two or three numbers are you putting together to come to the 120,000 at the bottom?

02:11:56PM

THE WITNESS: 411,328 less 298,976 gets me to the 112,346.

THE COURT: All right. What you don't have or what didn't do and were not asked to do was to do an asset

02:12:19PM

liability --

THE WITNESS: Correct.

THE COURT: -- sheet.

Are there any other concerns or statement that you need to make regarding this report before -- before I ask you a question regarding your billing?

02:12:45PM

THE WITNESS: The one item is, after the filing of my report, there was a disbursement for $6500, which had been put into miscellaneous expenses because I had no backup for it.

02:13:19PM

THE COURT: It was a one-time payment of 6500?

THE WITNESS: Yes, sir.

THE COURT: Where is that reflected on page --

THE WITNESS: I'm sorry. Exhibit 1, page 1.

02:13:29PM

THE COURT: Page 1, Exhibit 1? All right.

THE WITNESS: Towards the bottom, Miscellaneous Expenses. That shows miscellaneous expenses $6753. $6500 of that amount should be reclassified to checks or cash to family members.

02:13:54PM

THE COURT: What you are calling miscellaneous expenses would be -- say that again. I'm sorry.

THE WITNESS: That miscellaneous expense, there was -- $6500 of that amount we found -- defendants' counsel confirmed for me, subsequent to the filing of the report, that

02:14:17PM

that was a distribution to a family member.

THE COURT: Okay. So this is not a part of the pre -- part of the distribution made by Ms. Brunsting before her death. This was expenses or monies that were paid to a particular family member -- a single family member or maybe two family numbers, whatever the number might be, that were made after that date?

02:14:40PM

THE WITNESS: Let me -- let me confirm that. That was subsequent to her demise.

THE COURT: What page are you looking at?

02:15:10PM

THE WITNESS: On Exhibit 2, page 16.

THE COURT: Where it says --

THE WITNESS: About two-thirds or three-quarters of the way down the page, it says "Miscellaneous Expenses."

THE COURT: Page 16 did you say?

02:15:30PM

THE WITNESS: Yes, sir. Exhibit 2.

THE COURT: Okay. Miscellaneous, and then it shows a total of something like... co-op and then withdrawal, and then Houston Metro, those together totaling 6753.72.

THE WITNESS: That middle entry on November 14th of

02:15:53PM

$6500 should now be reclassified --

THE COURT: As disbursement?

THE WITNESS: -- as disbursement to family members.

THE COURT: As disbursement. You've got a code there of W-D-R-L. What does that mean to you?

02:16:12PM

THE WITNESS: Withdrawal. This withdrawal on the

bank statement.

THE COURT: It is my lack of accounting acumen. It's not your fault. I'm trying to make sure I understand, so that if I have a question, I can ask you.

02:16:29PM Now, as it relates to your billing, it does not include an appearance here today, as I understand it, or the time that you have spent. You have already submitted a billing to the -- bill to the Court for payment, have you not?

THE WITNESS: That is correct.

02:16:43PM THE COURT: And except for whatever time has been spent since this submission, have you received any objections from either the plaintiff, Ms. Curtis, or from the defense concerning the payment of your expenses?

THE WITNESS: No, sir.

02:16:59PM THE COURT: Does your billing include the legal advice necessary that you received as well, or was it just separately an accounting function?

THE WITNESS: Mine was separately an accounting function, and I also submitted a separate invoice from my

02:17:18PM counsel.

THE COURT: Have you received any objections from either plaintiff or defendant in that regard?

THE DEFENDANT: No, sir.

THE COURT: Ms. Curtis. Anything else?

02:17:29PM MS. CURTIS: No.

THE COURT: Mr. Vie?

MR. VIE: Just one thing, Your Honor.

BY MR. VIE:

Q. Just to be clear, because the Court has asked about the timing of this last expense that you mentioned being reclassified.

A. Yes, sir.

Q. Okay. If I understand the miscellaneous expense, the check that is noted for the $6500, that is prior -- that's three days after Mrs. Nella's Brunsting's death?

A. Correct.

Q. Do you recall what the transaction was, the $6500 transaction?

A. I believe it was to Carol Brunsting. I feel confident about that. And I believe the -- the explanation that your firm gave me was that -- it was to be, I guess, used to help deal with some of her funeral expenses.

Q. Was the money redeposited at some point after that?

In other words, the money that had been taken out should there be some funeral expenses or other things necessary, would that money have been put back at some point?

THE COURT: Why don't you show him where you are talking about.

MR. VIE: Well, I understand where his reference was on page 16, where he highlights the miscellaneous expense of

6500.

THE COURT: I know, but how would he know whether or not it is put back unless you know where it is?

MR. VIE: If he has a corresponding entry for a deposit for 6500.

02:19:00PM

THE COURT: I see.

THE WITNESS: I don't recall one.

BY MR. VIE:

Q. If there was one, where are the costs like that reflected in the report?

02:19:09PM

A. It would probably be under a miscellaneous --

THE COURT: Keep your voice up, Mr. West.

THE WITNESS: I would think it should be under miscellaneous income, and I don't find it there. There's a possibility it could have always been misposted, but I would need to look through the ledger in total.

02:19:33PM

BY MR. VIE:

Q. Would you -- it was -- your understanding, it was represented to you it was not a gift; it was some expenses that were funds made available for funeral expenses?

02:19:47PM

A. That's what I was told.

MR. VIE: No further questions, Your Honor.

THE COURT: All right. Well, your understanding is based upon what counsel told you. It had nothing to do with and independent audit, right?

02:20:02PM

THE WITNESS: Yes.

THE COURT: You may step down, sir. Thank you very much.

All right. If there is no objection, I will ask -- no objection to the report and the invoice request of counsel for himself, as an accounting function, as well as advice of counsel, if there's no objection, I'm going to order that those be paid.

Any objection, Ms. Curtis?

02:20:30PM

02:20:51PM

MS. CURTIS: No, Your Honor.

THE COURT: Mr. Vie, speaking on behalf of your clients?

MR. VIE: No, Your Honor, no objection.

THE COURT: All right. Okay. All right. That's all we have. Thank you very much, and that will take care of it.

02:21:00PM

No, no, no. I'm sorry. All we have with accountants. If they want to leave, they can. There are some other motions we need to address.

02:21:14PM

MR. MILLION: Your Honor, would you like us to submit a proposed order?

THE COURT: Would you do that? It would make it a lot -- well, how about that, just happen to have it right there, right?

02:21:40PM

You shared this with -- the expense paperwork,

you shared the expense report and/or request for payment with both Ms. Curtis and with Mr. Vie?

MR. WEST: Yes, Your Honor.

THE COURT: All right. Ms. Curtis, you have some other -- well, I will start with you, Mr. Vie. I believe you have filed a motion that has drawn some -- you all want to be excused?

02:22:20PM

MR. MILLION: Yes, Your Honor. I do want to bring one other thing to the Court's attention.

THE COURT: Okay. Go ahead, sir.

MR. MILLION: In the pleadings that were filed by the plaintiff and defendant, there has been some indication that they are wanting additional work to be performed by the special master. And I know one of the proposed forms of order said you've got to do something within 10 days.

02:22:47PM

Just given the tax season issues with respect to corporate filings and such, any additional work that the special master might request to do, he is happy to do whatever the Court needs. However, he would need more than 10 days to be able to comply with that.

02:23:04PM

THE COURT: Yeah, I think I might have said this to both sides. If I did not, you will hear it now.

My purpose in asking Mr. West to come in was not to make him a person for them to utilize to do any of their work. He was working for the Court to bring some

02:23:22PM

matters to the Court's attention that would be too much contention between the parties for me to ask either side to present anything to me that I could, at least in good faith, at the time, rely upon as a way of making some determinations.

02:23:42PM So I wanted to find out where the income was and what had happened to it. Those were some of the allegations made by Ms. Curtis.

The function of doing other financial reports I think the parties should be able to handle and do themselves.

02:24:02PM And if they choose to employ someone to do it, they certainly will be able to do it. We have got fundamentals of stuff ready and in place for them to go ahead and get that done.

If there is some need, certainly, Mr. West may be asked do it. If so, it would be by the Court, not by the

02:24:20PM parties.

MR. MILLION: Thank you, Your Honor.

THE COURT: Thank you very much, gentlemen. Have a good day.

Ms. Curtis -- I'm sorry. Mr. Vie, you filed a

02:24:32PM motion to -- let me just get it out here -- a motion to -- request for the renewal of the farm lease, I believe. Let me see if I can find that document number.

I believe that's Instrument No. 65, filed about 10 days ago.

02:25:03PM MR. VIE: Yes, Your Honor.

THE COURT: And as I understand, Ms. Curtis, that you have reviewed that, and your objection is, essentially -- correct me if I am wrong -- that it is automatically renewed at this point because no objection was filed and no disapproval of that renewal occurred within the time frame that needed to be made.

Am I correct?

MS. CURTIS: Yes, Your Honor.

THE COURT: So in that regard, the objection is simply a matter of record as to how things are and the -- the renewal of the farm lease, while the Court might have the authority to cancel it, it is automatically renewed. It would take some affirmative action.

So why should I cancel it? Tell me why I should cancel it.

Is there any basis for me to cancel it at this point?

MS. CURTIS: The farm lease?

THE COURT: Yes, ma'am.

MS. CURTIS: No, Your Honor.

THE COURT: The motion will be granted unless there is something additional I need to know, Mr. Vie, about this before that occurs.

MR. VIE: No, Your Honor.

THE COURT: All right. I believe there was an order

entered, and I know there was one entered, but I believe the second order was entered for the payment of certain property taxes.

That has been taken care of, right?

02:26:28PM MR. VIE: Yes, Your Honor. You have already entered that.

THE COURT: All right. I have reviewed your responses to the report. It seems to me the next item, then, has to do with objection that you have made -- I'm trying to

02:26:40PM figure out what you meant, Ms. Curtis, by "recommit matter to master for consideration."

Tell me what you are talking about there. You filed this on September 3rd. This was filed, what, today?

MS. CURTIS: This was filed this morning.

02:27:04PM THE COURT: Wow. You are faster than the lawyers are. Where were you when you filed this?

MS. CURTIS: In the clerk's office.

THE COURT: All right. I didn't know if you were filing electronically or not.

02:27:16PM MS. CURTIS: I do not file electronically.

THE COURT: Well, you filed this motion -- or objections to defendants' motion for order to recommit matters to master for consideration.

Tell me what you are talking about there.

02:27:31PM MS. CURTIS: Well, there is a letter that Mr. Vie

provided to Mr. West in support of missing documents and other questions that the master had. It is dated July 15th, 2013. It was Appendix Tab 1 in Document No. 67 filed by the defendants, which is their response to the report of master.

02:28:02PM THE COURT: All right.

MS. CURTIS: And I am objecting to even spending another penny with the master when there is nothing substantive in here. This was all just excuses and explanations.

02:28:23PM THE COURT: You mean on the part of the defendants?

MS. CURTIS: The defendants, for missing records or how they categorized the expenses, which was not what the master was instructed to do. He was just instructed to list the income and the expenses that occurred for this period of

02:28:45PM time.

He did the best he could to categorize these things. He had questions, like about the 6500 in miscellaneous income. And he did not receive third-party receipts or original statements or any documentation. All the

02:29:04PM master received were excuses for these transactions, which is not the basis of the master's report. He was just asked to report on the income and expenses.

So I think this entire thing is just irrelevant and a waste of time.

02:29:25PM THE COURT: So your objection and -- your objection

there is to -- has to do with the statements being made in the defendants' report or request or statements to the master, and that no further work should be done by the master -- special master regarding these documents and these statements?

02:29:50PM MS. CURTIS: That is correct.

THE COURT: I think I've already cured that. I've just let him go.

What else did you have there? You filed, as well, I think a motion to show cause why a judgement of civil

02:30:09PM contempt should not be -- and I know they have not had a chance to respond to this. But that's also been filed before the Court. But is there anything else, other than that motion pending?

MS. CURTIS: I have not filed anything else, no,

02:30:26PM Your Honor.

THE COURT: All right. So, you are coming out of California, and I'm trying to find out how we -- how soon would you be ready and what evidence would you be presenting on this? Because I don't want to have you just coming back

02:30:41PM and forth, expense to you.

MS. CURTIS: I have a statement to make. I don't know if that will help.

THE COURT: I don't know if Mr. Vie is prepared to respond, but I will permit you to make your statement.

02:30:51PM MS. CURTIS: I don't expect a response. I just came

prepared with this statement.

THE COURT: Okay. Go right ahead, then.

MS. CURTIS: "The absent of immunity results in responsibilities for which there is no exemption. Since no one may be in legal relation with their self, trustees, de facto or de jure, encumbered with duties, and empowered to perform such duties are bound in a jural relation to the beneficiaries, which confers upon said beneficiaries specific rights which are well-known to the law.

"Among such rights is a distinct and calculable property interest in a complete and accurate accounting. Withholding such information, whether by failure or refusal, constitutes a palpable injury to a beneficiary evidenced by the resulting inability to cure and perfect their claim.

"Said failure to perform the duties of trustee endows the beneficiary with the legal powers to act against said trustees in order to lay claim to that which is [property] -- properly theirs and to which they are entitled.

"I object to the July 15th letter from defendants to the master insofar as it contains excuses and explanations that are prejudicial, non-probative, and thus immaterial. The time for these explanations and excuses has long since passed. I would, however, offer the letter into evidence as an offer of proof that the omissions contained therein establish evidence of facts that are clear, positive,

uncontradicted and of such nature they cannot rationally be disbelieved, and the Court is, therefore, compelled to conclude that those facts have been established as a matter of law.

02:32:36PM "Defendants admit that they failed to keep books and records, and, therefore, are incapable of providing a full, true and complete accounting. Further, defendants admit to self-dealing, commingling, and [applications] of -- misapplications of fiduciary attached to expressions of bias.

02:32:58PM "I would also like to offer defendants' response to plaintiff's request for disclosure and defendants' answer into evidence as an offer of proof that defendants refused to provide non-proprietary trust instruments and admit that they can provide no evidence of notices to the other

02:33:17PM co-beneficiaries of any of their acts from alleged changes to the trust, changes of trustees, changes in trustee compensation or any of their other proclaimed acts of trust administration.

"Plaintiff's claim for breach of fiduciary is

02:33:33PM ripe for summary judgment on the merits of these admissions and the accounting that supports the admissions. Plaintiff asks this Court for summary judgment on the claim for breach of fiduciary and asks that defendants be removed from conducting any further trust business.

02:33:48PM This is Texas Trust Code 113.082, Sections 4, 5

and 6(b). Plaintiff further moves that this Court bifurcate all the remaining issues, including questions of damages, until more necessary information can be obtained."

THE COURT: I saw attached to your motion what I believe to be a request for certain discovery.

That is certain information that you have wanted provided to you; is that right?

MS. CURTIS: It is information I wanted provided to me.

THE COURT: All right. But once that information -- let's assume that that's what it is and that they are going to respond and give you certain information pursuant to your request, and now you have got the information, let's say.

What is your next -- you are asking the Court, I gather, to have a hearing to determine whether or not the parties should be removed as trustees. You understand that would require the Court then appointing someone to serve as a trustee.

MS. CURTIS: Yes, Your Honor.

THE COURT: And then the parties would then have to, then, present to the Court, I gather, the name -- the name or names of individuals who they believe -- whom they believe would be qualified to handle those -- those functions, and could not -- it would seem to me, because of the controversy,

it doesn't seem it could include you or another family member.
Do you see the problem there?
MS. CURTIS: I do understand.
THE COURT: So is that what you are asking the Court
02:35:22PM to do in your -- that's what I think I heard you say.
Is that right?
MS. CURTIS: Yes, that's correct.
THE COURT: Why haven't you gone on and hired a
lawyer?
02:35:32PM MS. CURTIS: Because these are things that -- these
are things that I don't need an attorney for. I'm going --
THE COURT: I don't disagree that as a matter of
course, you are entitled to what you are requesting. The
problem is that you are not -- you are so far away from the
02:35:53PM courthouse, and it creates some problems with the
communication that -- when I say "communication," meaning if I
want to have a hearing on something, you either have got to
fly in here, or I have got to have you on the telephone. And
I'm not really sure the telephone is a proper way to have
02:36:10PM these types of proceedings.
If you had counsel, particularly local counsel,
that's someone who could make motions and proceed to do
discovery and all of that on your behalf. It seems to me that
would be a much easier way to proceed. I'm just throwing that
02:36:28PM out there for you.

However, under the rules of discovery, I'm not quite sure that the way that you have presented this is a way in which the defendants are required to respond. In other words, you have attached to your motion, your ex parte motion -- and I think you filed it under seal. I'm not sure why.

Why did you file it under seal?

MS. CURTIS: I just gave it to the clerk this morning.

THE COURT: Okay. So it doesn't really need to be under seal. There are no -- I don't think there are any -- we generally have things filed under seal that would -- where there may be some indication of information, family private information, confidential information, that should not be disclosed to the public. But this is a public proceeding, so there is nothing, I gather, as far as you know that --

MS. CURTIS: No, Your Honor.

THE COURT: -- would require that. I'm going to, then, have it removed from being under seal. I don't know if counsel has gotten a copy of it yet, but he would be able to access it. You should provide him a copy of it.

MS. CURTIS: I did.

THE COURT: Okay. Very good. But if you look at what you have got as p-68. Does that mean there's a p-67 someplace and a p-66?

MS. CURTIS: The p-67.

THE COURT: It's attached to the motion. That's what I am referring to. It's attached to your ex parte motion. It is a five-page document, demanding --

02:38:11PM MS. CURTIS: I have it. It was the only exhibit that I attached.

THE COURT: But this suggests there are 67 other exhibits out there somewhere, right?

MS. CURTIS: Yes. I have just continued adding

02:38:28PM exhibit numbers from the very beginning.

THE COURT: Okay. So some of these exhibits are attached to your original proceeding?

MS. CURTIS: Yes, Your Honor.

THE COURT: And all along there may have been some

02:38:38PM that were added to or attached to your motions, and you are now at number 68. That's what that is. Okay.

MS. CURTIS: Yes, Your Honor. And --

THE COURT: Have you read the rules, Federal Rules of Procedure related to discovery requests?

02:38:55PM MS. CURTIS: Yes, Your Honor. I have something to say about that, also.

THE COURT: Well, let me say my say first. And that is, this is not going to get.

MS. CURTIS: I understand.

02:39:04PM THE COURT: Go ahead and say your say.

MS. CURTIS: "The public policy considerations involved in a common law information demand pursuant to a fiduciary obligation are very different from those involved in a discovery request under Rules of Civil Procedure for the following reasons: If trustee is administering property, the trust estate that belongs to the beneficiaries of the trust. In other words, the beneficiaries hold equitable title to the trust estate.

"The trustee acting in his individual capacity usually has no personal interest whatsoever in the estate of the trust that he is administering. Consequently, the information requested does not belong to the trustee. In legal discovery requests, a party to a lawsuit is requesting proprietary information and documents that belong to another party. This is not the case with respect to equitable demands for information.

"The trustee of a trust holds the trust estate for the benefit of the trust beneficiaries who have an equitable interest in all information and documents. There is usually a financial disparity between the beneficiary who is using his personal financial resources to obtain information and the trustee who is using the estate of the trust to pay for the cost of his compliance with the information demand. In essence, the beneficiary is paying everyone's fees.

"This situation does not occur in legal

discovery requests where independent parties are involved in litigation. The beneficiary of a trust is the only person authorized to enforce the trust. It is not possible for him or her to perform this function without disclosure from the trustee regarding how the trust is being administered. Where, as here, the trustee is conflicted, the duty to disclose is even higher than that of ordinary corporate trustees.

"In discovery, under the rules the scope of discovery is whether the information sought appears reasonably calculated to lead to the discovery of admissible evidence. In common law disclosure, the scope of discovery is material facts known to the trustee that might affect the beneficiaries' rights.

"There is no law in place allowing formal objections to reasonable common law disclosure demand for information directed from a beneficiary to a trustee. Unlike interrogatories, there is no limitation on the number of demands for information that can be made on the trustee if the trustee breaches his duty to disclose his subject to all equitable remedies. Moreover, his breach is a factor in the award of legal fees in the overall case pursuant to Texas Trust Code 114.064."

I have been asking, first, nicely, then I made a common law demand in writing in late 2011, after my mother passed away. I made a statutory demand for the exact same

02:40:49PM
02:41:09PM
02:41:24PM
02:41:45PM
02:42:08PM

information I was entitled to in January of 2011. And to this day, I have gotten nothing but excuses and explanations for records and documents that I am entitled to as a beneficiary.

THE COURT: All right. Let me ask you, when you say you have gotten nothing, are you saying that you have received absolutely nothing from defendants or their attorneys?

MS. CURTIS: I have received nothing responsive.

THE COURT: So now there is an argument as to what responsive is, isn't it?

So here's what I am getting to. These kinds of disputes as to whether or not -- whatever you might have received -- and I don't even suggest that it's what you requested, but whatever the dispute is, these matters are matters that now are in this Court. And you are asking me to address them, and I'm in no position to address them because I don't have the documents before me that you do have.

And the way this request has to be made now is not in a common law fashion as you would do if you were writing a letter to a person and requesting. That simply sets you up to go to court and get a judge to enter an order that you be provided with the documentation that you believe you are entitled to. My job would then be to decide whether or not the information that you have requested is relevant or important to any issue in the case.

Because the point is, the bottom line here, in

my opinion, and it seems where you are headed, is that you are asking this Court to do one of several things, or maybe several things.

One, it sounds like you are asking the Court to 02:44:07PM remove the trustees and appoint a trustee. I think I heard you say that.

Second, it seemed to me you want the estate dispersed so that you have your share of the estate and it is not under the supervision and/or hands of your sisters.

02:44:24PM And, third, you want your sisters or the trustees, whoever was acting as -- I think it was both of them, co-trustees, since November 11th of 2011, or whatever period of time. You want them to account to you, that, by accounting, I think I hear you saying you want them to 02:44:42PM reimburse you for what they have taken that doesn't belong to them, as a disbursement to them, assuming that that has occurred.

And it sounds to me like you are asking for attorney's fees that have not -- following through. And this 02:44:55PM would not come from the estate per se. It would come from them individually. That's what I understand I am hearing.

So, there are some documents that may be important or relevant to those kinds of requests, but everything wouldn't necessarily be. Whether or not -- for 02:45:14PM example, if you are looking for do you have certified copies

of letters, or whatever, that might have gone from this person to that person, that might not be relevant.

What is relevant, it seems to me, is that there is a money issue here, and it can be solved by accounting and
02:45:30PM disbursement. One of the things that the Court is going to have to get around to, it seems to me, because I'm not sure that you are going to do it voluntarily, or the parties or the defendants, is at some point an asset/liability statement has to be prepared and presented in this case. Otherwise, there's
02:45:50PM no way for the Court to know what the value of the estate is and/or what the -- what any disbursements might look like. I'm not sure that disbursement is the proper venue, but I am certain that that's part of what you are requesting.

Am I correct in some of that?

02:46:07PM MS. CURTIS: You are correct in almost 99 percent of that, but I would like to know where the EE bonds are.

THE COURT: The who?

MS. CURTIS: The EE Treasury bonds.

THE COURT: Here's my point. You can ask that, but
02:46:24PM you need to do it. You can ask for a revelation of these documents, these Treasury bonds, whatever else you think that's missing and have not been accounted for. And the reason, theoretically, at least in part, that they have not been accounted for is that they are not paying an interest as
02:46:45PM an income to the estate, necessarily. The interest,

apparently, is being accumulated in the bond itself. So you would have to cash the bond to get the principal and the interest. That may be an explanation for it.

You are entitled to know what those assets are, but you've got to ask for them. What I said to you was the way that you attached it to this motion is not the way that it should be done under the rules of discovery. So simply file your motion for requesting whatever it is that you are requesting discovery wise with counsel, Mr. Vie, who has the duty to either object to what you are requesting or to respond. Okay?

But I don't want it attached to your motion for an order to show cause because that's a different -- that's a different vehicle. This is discovery attached to something that it should not be attached to. So you need to file a separate discovery motion. All right? Or at least provide that -- file that request with Mr. Vie.

MS. CURTIS: Excuse me, Your Honor. But the reason I attached the demand for production of documents, this is a -- this has already been given to defendants. They have already responded to it.

THE COURT: Okay. Okay.

MS. CURTIS: And the reason that I attached it is because I still don't have the information that I need to be able to make a decision about anything having to do with my

beneficial interests.

THE COURT: So that's the basis for this application, for civil contempt.

MS. CURTIS: Yes, Your Honor.

02:48:30PM THE COURT: I see. Okay. Now, see, I don't know what's going on outside of the Court. So I apologize for being too far ahead of you in that respect, or behind you, whatever.

The point is that this application, then, would 02:48:44PM require the Court to conduct a hearing. They have a duty to respond and an opportunity to respond within a certain number of days. It would require a hearing, and, in my opinion, it would require a hearing here in open court so the record is made of whatever that proceeding is. So, there you have it. 02:49:05PM It is going to be -- I cannot let you participate by telephone.

MS. CURTIS: I understand.

THE COURT: Because you might need to be questioned, as well, under the proceeding. All right?

02:49:17PM So I will set a date for that, and Mr. Vie can respond within that time frame, and then we will see whether or not there's a hearing probably within the next 30, 40 days.

MS. CURTIS: Okay.

THE COURT: Anything else?

02:49:36PM MS. CURTIS: No, Your honor.

THE COURT: And you are still not going to get a lawyer, right?

MS. CURTIS: Not quite yet.

THE COURT: Okay.

02:49:44PM Mr. Vie, did you have anything that you needed to bring to the Court's attention?

MR. VIE: No, Your Honor.

THE COURT: So I will go ahead and set this matter for a hearing perhaps the 1st of October.

02:49:55PM Do we have a date that we can give them now?

Is October 1st too soon?

You haven't had a chance to respond yet. So, theoretically, you have got 21 days.

MR. VIE: I think it is on the docket for the -- I

02:50:19PM think the submission date is the 19th.

THE COURT: That's an automatic submission. I'm talking about a date for the hearing on the motion. You are going to be responding or -- or not, one way or the other. I would have to have a hearing before I could decide the motion.

02:50:35PM MR. VIE: Tuesday, the 1st?

THE COURT: Would that be fine?

MS. CURTIS: Your Honor, the nature of my work requires me to be in my office on Monday or Tuesday of any given week.

02:50:49PM THE COURT: What's a good day for you?

MS. CURTIS: Wednesday, Thursday or Friday. Any Wednesday, Thursday or Friday I will be here.

THE COURT: So if you have to travel, how are you going to get here on Wednesday if you have got to be in there on Tuesday?

02:51:01PM

MS. CURTIS: I can travel at night.

THE COURT: You can work that out.

MS. CURTIS: I will work that out.

THE COURT: So let's pick a Wednesday. October 2nd, how is that for you?

MR. VIE: No objection, Your Honor.

THE COURT: October 2nd. Is 11:30 a good time or is it better in the afternoon, Ms. Curtis?

MS. CURTIS: 11:30 is fine.

02:51:24PM

THE COURT: Is that fine with you, then, Mr. Vie?

MR. VIE: Yes, Your Honor.

THE COURT: 10/11, at 11:30 a.m. -- 10/2. 10/11 must be a holiday. 10/2. I apologize. October 2nd.

We are not going to send out an additional -- well, we might send a notice out, but don't wait on us to send you a notice. You might get a notice indicating that -- a reminder that this is occurring, and that would be the nature and extent of the -- so let me ask a couple of questions, Mr. Vie. And, I'm not sure, you might confer with your client there.

02:51:48PM

02:52:11PM

I just signed an order, and you know that is a fairly expensive -- I will deal with your order. I need to sign it.

Can we pull up his order on the motion for the lease?

02:52:21PM

I want to make sure that the funds are available to pay the attorney and the accountant before -- I don't want hear him call me and say, Judge, I haven't seen or heard anything.

02:52:37PM MR. VIE: They are available, Your Honor.

THE COURT: All right. Very good. I believe everything else that was requested for payment, the taxes, that's been taken care of.

MR. VIE: Yes, Your Honor.

02:52:47PM THE COURT: The only thing I need is your order here.

The Court has entered an order on that. I believe that's all that I have. Thank you very much, ladies and gentlemen.

02:53:35PM (Concluded.)

* * *

I certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled cause, to the best of my ability.

//s_____ 09/27/2013
Stephanie Kay Carlisle CSR, RPR Date

Official Court Reporter

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$216,600,000 [1] - 21:15
$6500 [6] - 24:8, 24:17, 24:23, 25:20, 27:9, 27:12
$6753 [1] - 24:17

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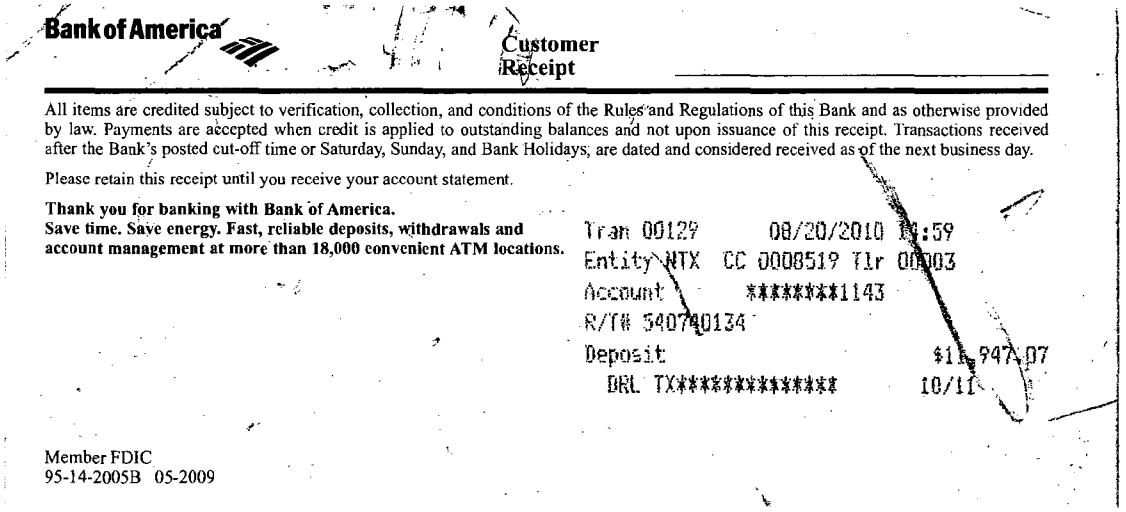
Exhibit 19

Bates stamped exhibits of EE bonds from Defendants April 9, 2013 disclosure CD delivered to Plaintiff in open court



Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

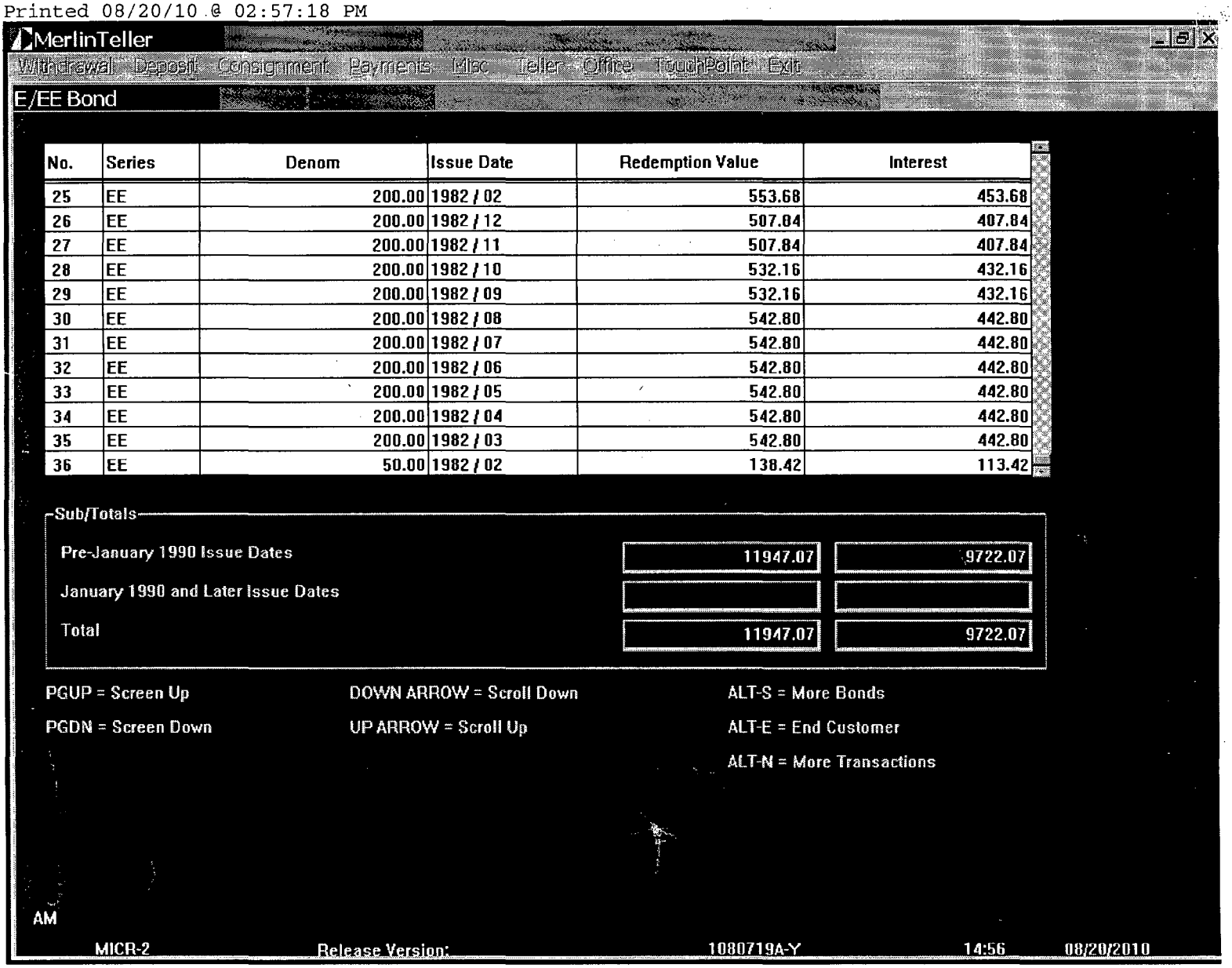
Thank you for banking with Bank of America.
Save time. Save energy. Fast, reliable deposits, withdrawals and account management at more than 18,000 convenient ATM locations.

Tran 00129 08/20/2010 [illegible]:59
Entity NTX CC 0008519 Tlr 00003
Account ********1143
R/T# 340740134
Deposit $1,947.07
DRL TX********** 10/11

Member FDIC
95-14-2005B 05-2009

P4913

Printed 08/20/10 @ 02:57:18 PM



P4914

MerlinTeller

Withdrawal Deposit Consignment Payments Misc Teller Office TreasPoint Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	EE	50.00	1982 / 09	133.04	108.04
2	EE	75.00	1982 / 12	190.44	152.94
3	EE	75.00	1982 / 11	190.44	152.94
4	EE	75.00	1982 / 10	199.56	162.06
5	EE	75.00	1982 / 08	203.55	166.05
6	EE	75.00	1982 / 07	203.55	166.05
7	EE	75.00	1982 / 06	203.55	166.05
8	EE	75.00	1982 / 05	203.55	166.05
9	EE	75.00	1982 / 04	203.55	166.05
10	EE	75.00	1982 / 03	203.55	166.05
11	EE	75.00	1982 / 01	207.63	170.13
12	EE	100.00	1982 / 03	271.40	221.40

Sub/Totals

Pre-January 1990 Issue Dates	11947.07	9722.07
January 1990 and Later Issue Dates		
Total	11947.07	9722.07

PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-S = More Bonds
ALT-E = End Customer
ALT-N = More Transactions

AM

MICR-2 Release Version: 1080719A-Y 14:56 08/20/2010

P4915

Printed 08/20/10 @ 02:57:13 PM

MerlinTeller

Withdrawal Deposit Consignment Payments Misc Teller Office TouchPoint Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
13	EE	100.00	1982 / 04	271.40	221.40
14	EE	100.00	1982 / 05	271.40	221.40
15	EE	100.00	1982 / 06	271.40	221.40
16	EE	100.00	1982 / 07	271.40	221.40
17	EE	100.00	1982 / 08	271.40	221.40
18	EE	100.00	1982 / 09	266.08	216.08
19	EE	100.00	1982 / 10	266.08	216.08
20	EE	100.00	1982 / 11	253.92	203.92
21	EE	100.00	1982 / 12	253.92	203.92
22	EE	100.00	1982 / 01	276.84	226.84
23	EE	100.00	1982 / 02	276.84	226.84
24	EE	200.00	1982 / 01	553.68	453.68

Sub/Totals

Pre-January 1990 Issue Dates	11947.07	9722.07
January 1990 and Later Issue Dates		
Total	11947.07	9722.07

PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-S = More Bonds
ALT-E = End Customer
ALT-N = More Transactions

AM

MICR-2 Release Version: 1080719A-Y 14:56 08/20/2010

P4916

BRUNSTING000473

385

P4917

BRUNSTING000950

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1968	800	114162	E. H. BRUNSTING	22	58

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF $25 BONDS (I.E., $25 AT MATURITY, BUT $18.75 WHEN PURCHASED). FOR EXAMPLE, A $50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A $100 BOND AS 1 BOND, BUT 4 UNITS.

67 TERM

LOC.	EMPLOYEE NO.	NAME	BONDS	UNITS
800	114,162	E. H. BRUNSTING	20	56

P4919

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1969	800	114162	E. H. BRUNSTING	24	67

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF $25 BONDS (I.E., $25 AT MATURITY, BUT $18.75 WHEN PURCHASED). FOR EXAMPLE, A $50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A $100 BOND AS 1 BOND, BUT 4 UNITS

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1970	800	114162	E. H. BRUNSTING	24	70

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF $25 BONDS (I.E., $25 AT MATURITY, BUT $18.75 WHEN PURCHASED). FOR EXAMPLE, A $50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A $100 BOND AS 1 BOND, BUT 4 UNITS.

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
,1971	800	114162	E. H. BRUNSTING	24	78

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF $25 BONDS (I.E., $25 AT MATURITY, BUT $18.75 WHEN PURCHASED). FOR EXAMPLE, A $50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A $100 BOND AS 1 BOND, BUT 4 UNITS.

P4922

Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com

Tran 00040D 08/27/2008 11:35
Entity NTX CC 0008519 Tlr 00010
Account ********1143
R/T# 540740134
Deposit $4,448.04
N DRL TX******** 10/11

95-14-2005B 08-2004

P4923

Toll free number for Federal Reserve Bank in K.C. - 1-800-333-2919.

United States Savings Bonds on hand:-

Series E - 1977 - all months - Expire 2007 Cashed In 2/27/07
$25-100-200 denomination

Series EE - 1978 - January - one $100 Cashed in May. 4, 2008
one $200 - Expire 2008

Series HH - 1988 - Nov. only $1000 - 2 bonds - Expire 2008

8/27/08- **Series EE - 1981-From February to Dec. Expire 2011** - 15 bonds '81 cashed
All denominations Estate #448-04

Series EE - 1982 - all months - up to $200 - Expire 2012

Series EE - 1983 -January through July - Expire - 2013

P4924

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MerlinTeller

Withdrawal Deposit Consignment Payments Misc Teller Office TouchPoint Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	EE	200.00	1981 / 07	521.76	421.76
2	EE	100.00	1981 / 07	260.88	210.88
3	EE	200.00	1981 / 06	521.76	421.76
4	EE	50.00	1981 / 07	130.44	105.44
5	EE	75.00	1981 / 03	204.36	166.86
6	EE	75.00	1981 / 06	195.66	158.16
7	EE	50.00	1981 / 03	136.24	111.24
8	EE	200.00	1981 / 03	544.96	444.96
9	EE	50.00	1981 / 04	136.24	111.24
10	EE	100.00	1981 / 04	272.48	222.48
11	EE	200.00	1981 / 04	544.96	444.96
12	EE	50.00	1981 / 05	130.44	105.44

Sub/Totals

Pre-January 1990 Issue Dates	4448.04	3610.54
January 1990 and Later Issue Dates		
Total	4448.04	3610.54

PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-S = More Bonds
ALT-E = End Customer
ALT-N = More Transactions

AM

MICR-2 Release Version: VFR0528B-Y 11:34 08/27/2008

P4925

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MerlinTeller

Withdrawal Deposit Consignment Payments Misc Teller Office TouchPoint Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
4	EE	50.00	1981 / 07	130.44	105.44
5	EE	75.00	1981 / 03	204.36	166.86
6	EE	75.00	1981 / 06	195.66	158.16
7	EE	50.00	1981 / 03	136.24	111.24
8	EE	200.00	1981 / 03	544.96	444.96
9	EE	50.00	1981 / 04	136.24	111.24
10	EE	100.00	1981 / 04	272.48	222.48
11	EE	200.00	1981 / 04	544.96	444.96
12	EE	50.00	1981 / 05	130.44	105.44
13	EE	75.00	1981 / 05	195.66	158.16
14	EE	200.00	1981 / 05	521.76	421.76
15	EE	50.00	1981 / 06	130.44	105.44

Sub/Totals

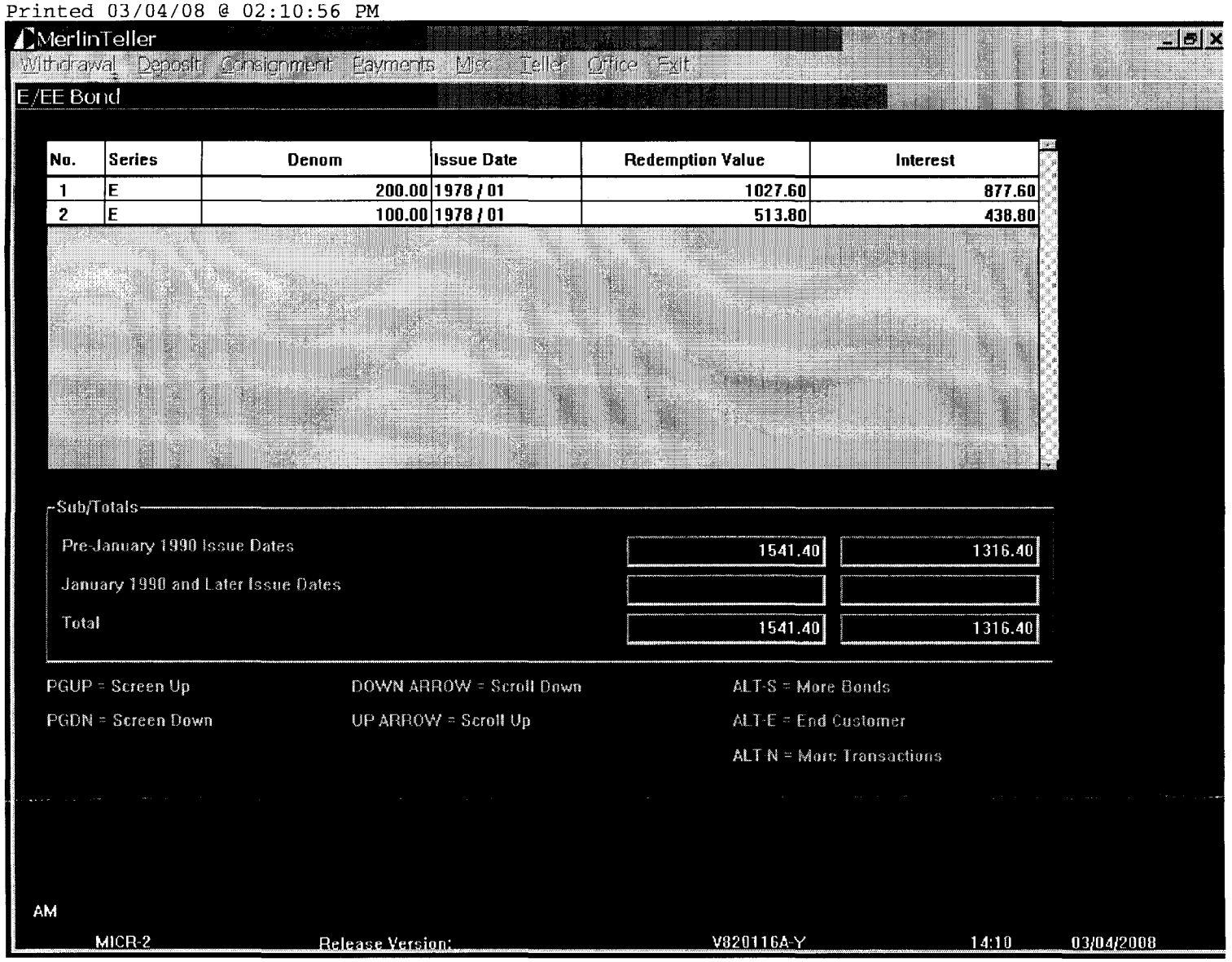
Pre-January 1990 Issue Dates	4448.04	3610.54
January 1990 and Later Issue Dates		
Total	4448.04	3610.54

PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-S = More Bonds
ALT-E = End Customer
ALT-N = More Transactions

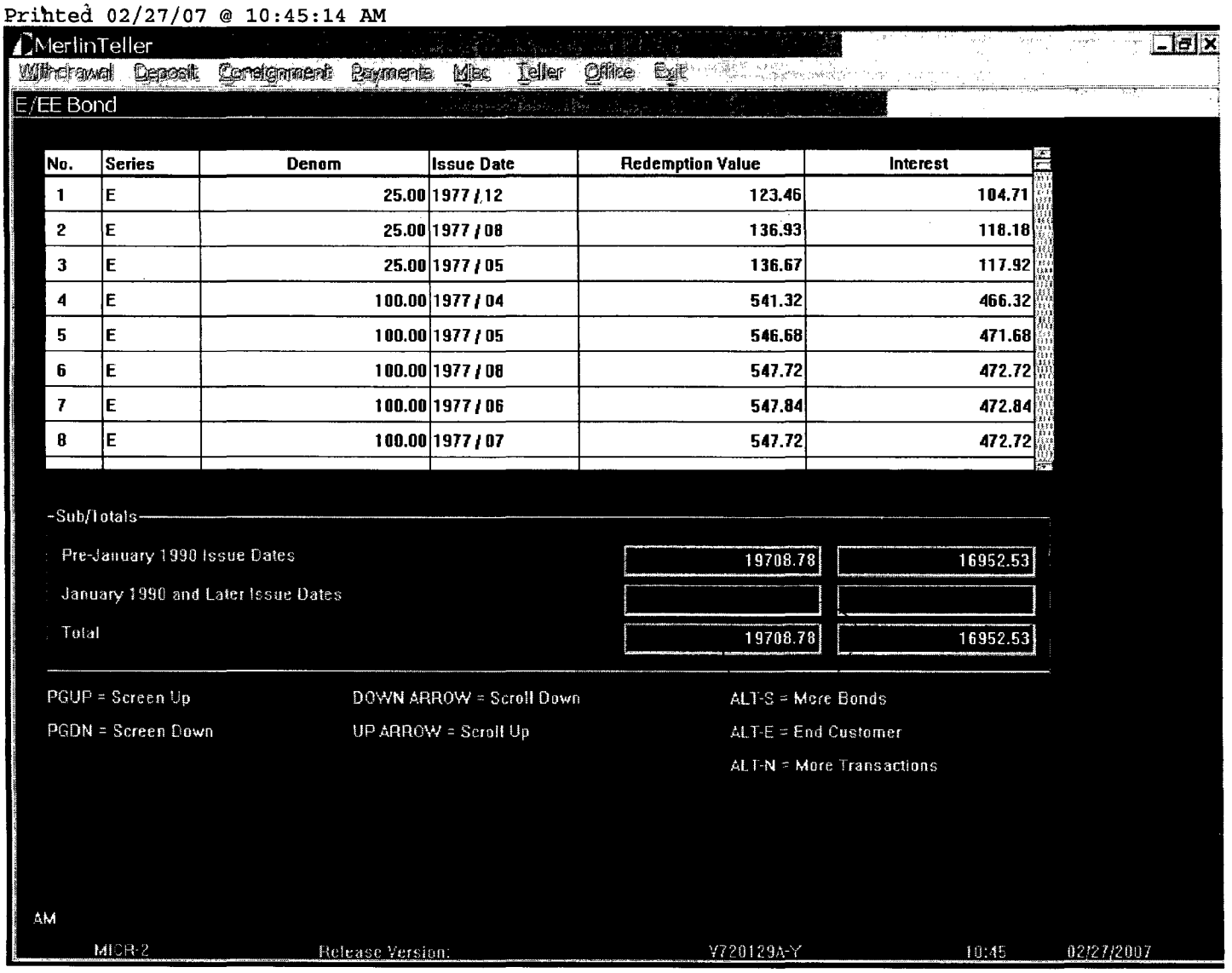
AM

MICR-2 Release Version: VFR0520B-Y 11:34 08/27/2008

P4926


MerlinTeller
Withdrawal Deposit Consignment Payments Misc Teller Office Exit
E/EE Bond
No. Series Denom Issue Date Redemption Value Interest
1 E 200.00 1978 / 01 1027.60 877.60
2 E 100.00 1978 / 01 513.80 438.80
Sub/Totals
Pre-January 1990 Issue Dates 1541.40 1316.40
January 1990 and Later Issue Dates
Total 1541.40 1316.40
PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-S = More Bonds
ALT-E = End Customer
ALT N = More Transactions
AM
MICR-2
Release Version:
V820116A-Y
14:10
03/04/2008

Printed 02/27/07 @ 10:45:14 AM



P4928

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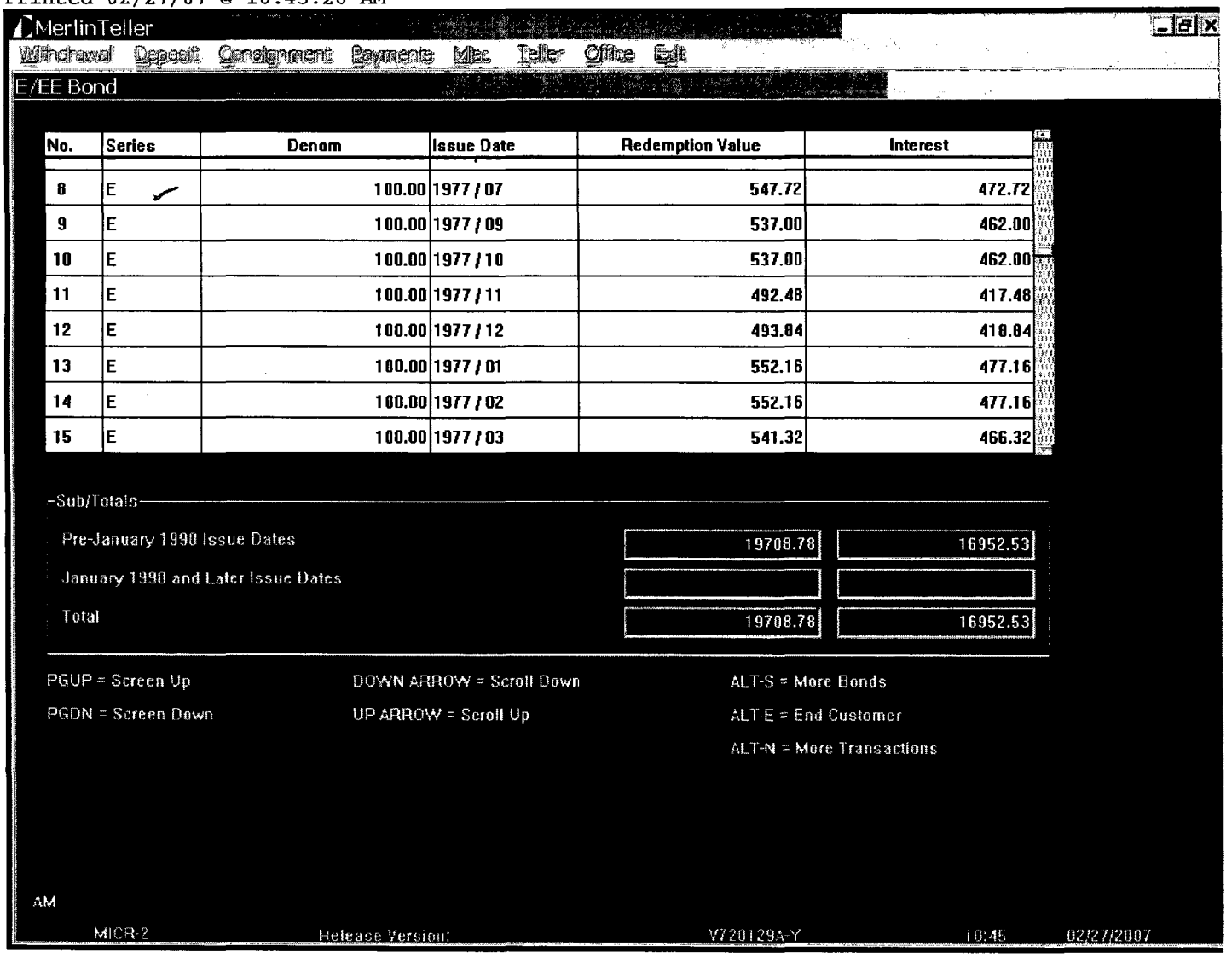

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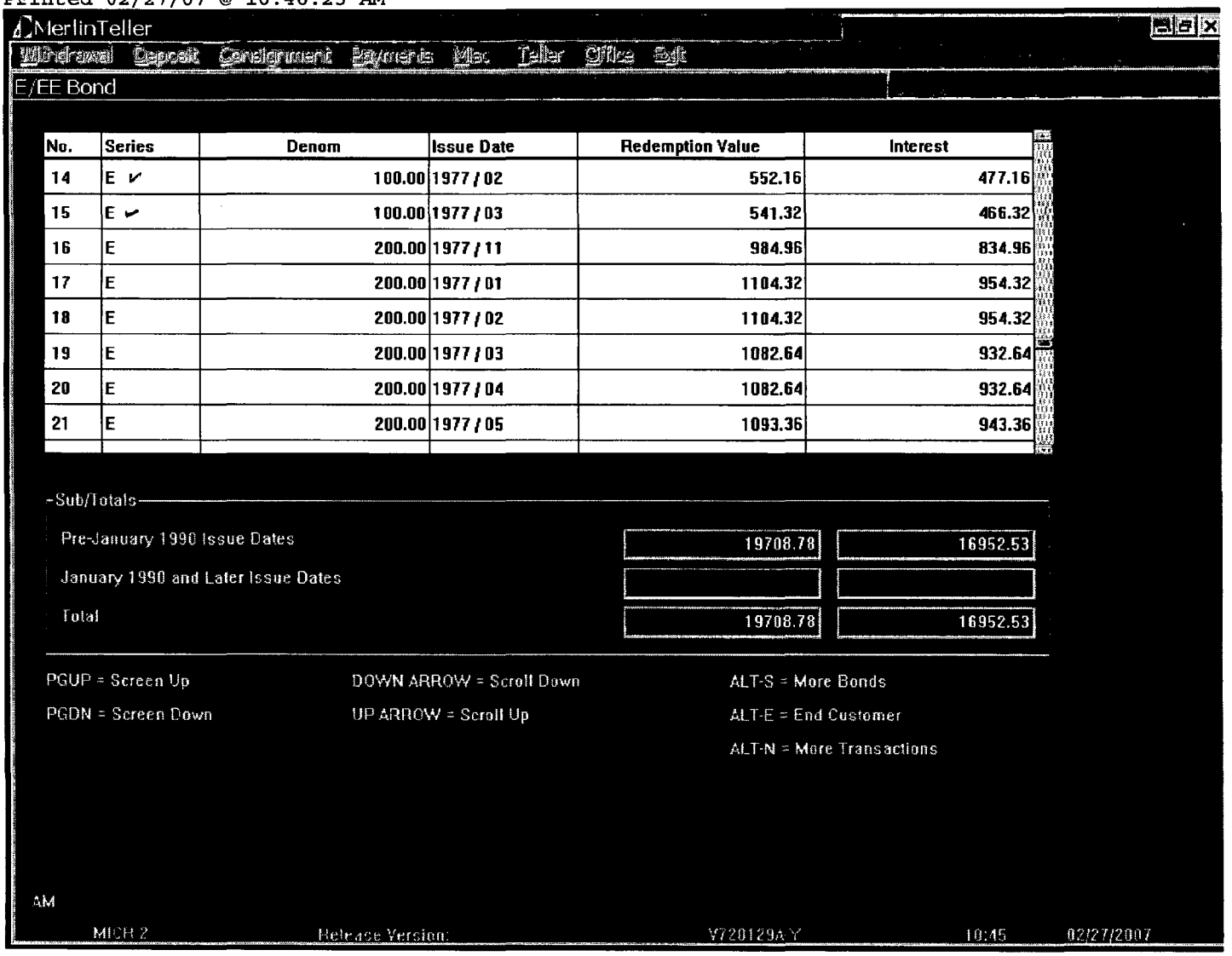
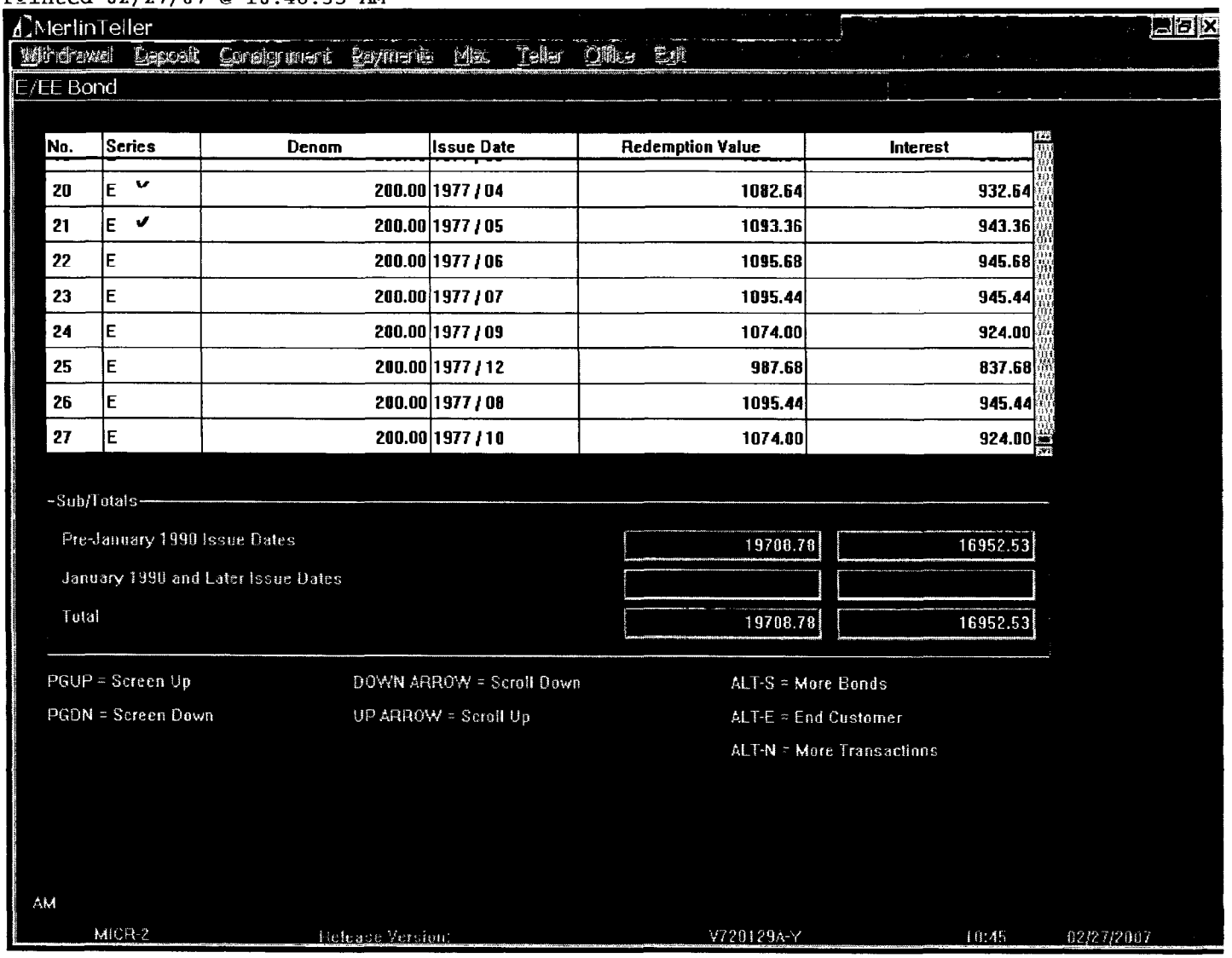


P4930

Printed 02/27/07 @ 10:46:35 AM



P4931

NOTICE TO RECIPIENTS OF SERIES HH AND H BOND INTEREST
IMPORTANT TAX RETURN DOCUMENT ENCLOSED

On and after March 1, 1987, if a Series HH or H savings bond submitted for redemption is received by a Federal Reserve Office or the Bureau of the Public Debt in the month preceding an interest due date, the bond will be paid and the owner will not receive the upcoming interest payment, unless the paying office receives from the owner a specific written statement that the bond should be held until the month in which the interest is due. For example, if interest is due on a Series HH or H bond every January 1 and July 1 and the paying office receives the bond in June without a written request to hold the bond until July 1, the bond will be paid and the owner will receive no interest for the period from the preceding January 1 to the date of payment.

Paying offices will not honor instructions to hold bonds for later redemption if the bonds and written statement are received more than one month before an interest due date. For example, if interest is due on a Series HH or H bond every January 1 and July 1 and the bond is received by the paying office in September, the bond will be paid, and the owner will receive no interest for the period from the preceding July to the date of payment.

PLEASE RETAIN THIS NOTICE WITH YOUR BONDS AS A REMINDER OF THIS RULE CHANGE.

P4932

Bank of America

U.S. Savings Bond E/EE
Interest Income

Interest Income to be Reported to the Internal Revenue Service (Form must be typed or printed legibly)

Customer Information (Customer Mailing Address for 1099 Statement)

Customer Name (Name of party receiving funds)	Tax ID (TIN)
Elmer Brunsting	282-32-8905
Street Address/Apt. Number	City/State/Zip Code

I certify that the TIN shown on this form is my correct Taxpayer Identification Number for reporting to the IRS.

Customer Signature X Elmer H Brunsting Date 6/7/00

Associate Information

Prepared By	Teller Number	Telephone Number
Sally Richardson	159-006	(713) 365-3220
Bank Number/Cost Center	**Banking Center Name/ Number**	
Town + Country 159 0008519	Town + Country	

Transaction Information (Complete all applicable fields)

Type of Bonds (Check applicable type)	Redemption Date	Number of Bonds
☒ Series E ☐ Series EE	6/7/00	24
Purchase Price (A)	**Interest Amount paid (B) (Amount reported to the IRS as Interest Income)**	**Total Amount Paid (C) (A + B = C)**
$ 1706.25	$ 8740.49	$ 10,446.74
Deposit to Account Number	**Total Deposit Amount**	
8519001143	$ 10,446.74	
Cash Ticket Number	**Cashier's Check Number**	

TEFRA Use Only

Entered By	Date	Delete	Date
Verified By	Date	Re-entered	Date

00-14-2944 NSB (01-1999) White - TEFRA Canary - Customer Pink - File

P4933

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

REDEMPTION YYYY/MO 2000/06 SERIES: 1 - E BONDS 3 - SAVINGS NOTES
2 - EE BONDS 4 = I BONDS

# OF BONDS	SERIES 1,2,3,4	FACE VALUE	ISSUE YYYY/MO	PER BOND REDEMP. VAL	PER BOND INT EARNED	TOTALS REDEMP. VAL	TOTALS INT EARNED
1	1	100	1973/12	447.40	372.40	447.40	372.40
1	1	100	1973/05	458.32	383.32	458.32	383.32
1	1	100	1973/06	459.40	384.40	459.40	384.40
1	1	100	1973/07	463.84	388.84	463.84	388.84
1	1	100	1973/07	463.84	388.84	463.84	388.84
1	1	100	1973/08	464.84	389.84	464.84	389.84
1	1	100	1973/09	455.80	380.80	455.80	380.80
1	1	100	1973/09	455.80	380.80	455.80	380.80
1	1	100	1973/10	455.80	380.80	455.80	380.80
1	1	100	1973/11	455.80	380.80	455.80	380.80
1	1	100	1973/11	455.80	380.80	455.80	380.80
1	1	100	1973/12	447.40	372.40	447.40	372.40
1	1	75	1973/02	350.61	294.36	350.61	294.36
				PAGE TOTAL		5834.65	4878.40

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

REDEMPTION YYYY/MO 2000/06 SERIES: 1 - E BONDS 3 - SAVINGS NOTES
2 - EE BONDS 4 = I BONDS

# OF BONDS	SERIES 1,2,3,4	FACE VALUE	ISSUE YYYY/MO	PER BOND REDEMP. VAL	PER BOND INT EARNED	TOTALS REDEMP. VAL	TOTALS INT EARNED
1	1	75	1973/04	343.74	287.49	343.74	287.49
1	1	75	1973/06	344.55	288.30	344.55	288.30
1	1	75	1973/08	348.63	292.38	348.63	292.38
1	1	75	1973/10	341.85	285.60	341.85	285.60
1	1	100	1973/01	466.28	391.28	466.28	391.28
1	1	100	1973/01	466.28	391.28	466.28	391.28
1	1	100	1973/02	467.48	392.48	467.48	392.48
1	1	100	1973/03	458.32	383.32	458.32	383.32
1	1	100	1973/03	458.32	383.32	458.32	383.32
1	1	100	1973/04	458.32	383.32	458.32	383.32
1	1	100	1973/05	458.32	383.32	458.32	383.32
				PAGE TOTAL		4612.09	3862.09

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

Bank of Am
Town & Country
Branch require
for sale of all our
1973 Series E Bonds
6/7/00

Total #8740.49 int.

Total #10446.74 redemption value

P4934

GA 268 Rev. 1-74

GENERAL ATOMIC COMPANY

CALCULATIONS FOR 1973 SERIES E BONDS			
EQUIP. NO.	PROJ. NO.	CALC. NO.	PAGE OF
PREPARED BY	DATE	REF. DOCUMENTS: FIGURED FOR JUNE REDEMPTION	
REVIEWED BY	DATE		
APPROVED BY	DATE		

ISSUE DATE	DENOM.	SERIAL #	TOTAL VALUE	COST	INT. EARNED	
JAN 1973	100	C-21165812646E	466.28	75	391.28	
JAN 1973	100	C-21165812656E	466.28	75	391.28	
467.48 FEB 1973	100	C-21165812666E	466.28	75	391.28	392.48
FEB 1973	75	K 22303622206E	350.61	56.25	294.36	
MAR 1973	100	C 21165812676E	458.32	75	383.32	
MAR 1973	100	C 21165812686E	458.32	75	383.32	
APR 1973	100	C 21165812716E	458.32	75	383.32	
2 APR 1973	75	K 22303621966E	343.74	56.25	287.49	
MAY 1973	100	C 21165812696E	458.32	75	383.32	
MAY 1973	100	C 21165812706E	458.32	75	383.32	
JUNE 1973	100	C 21165812726E	459.40	75	384.40	
3 JUNE 1973	75	K 22303621866E	344.55	56.25	288.30	
JULY 1973	100	C 21165812736E	463.84	75	388.84	
JULY 1973	100	C 21165812746E	463.84	75	388.84	
AUG 1973	100	C 21165812756E	463.84	75	388.84	
4 AUG 1973	75	K 22303621666E	348.63	56.25	292.38	
SEPT 1973	100	C 21165812746E	455.80	75	380.80	
SEPT 1973	100	C 21165812776E	455.80	75	380.80	
OCT 1973	100	C 21165812786E	455.80	75	380.80	
5 OCT 1973	75	K 22303621766E	341.85	56.25	285.60	
NOV 1973	100	C 21165812796E	455.80	75	380.80	
NOV 1973	100	C 21165812806E	455.80	75	380.80	
DEC 1973	100	C 21165812816E	447.40	75	372.40	
DEC 1973	100	C 21165812826E	447.40	75	372.40	
			10,340.74	1706.25	8,685.29	

BANK TOTAL 10,446.74
OK +55.20

GRAND TOTAL 10,446.74
Accrued Interest 1706.25
8740.49
X.28
2447.34
2250.00
197.34

May 2,250 = 91.83%
3250
5500

P4935

BRUNSTING000968

GA 268 Rev. 1-74

GENERAL ATOMIC COMPANY

CALCULATIONS FOR			
EQUIP. NO.	PROJ. NO.	CALC. NO.	PAGE OF
PREPARED BY	DATE	REF. DOCUMENTS:	
REVIEWED BY	DATE		
APPROVED BY	DATE		

P4936

4913 - Buff
8913 - Green
4213 - White

Page 1

December Redemption

		1 Denomination	2 Redemption Value	3 Paid in	4 Payable	5	6	7 Denom	8 Redemption Value	9 Paid in	10 Payable	11	12 Principle	13 Int.	
1	Sept 1968	25	128.93	18.75	110.18		Oct	50	248.44	37.50	203.72	1968	375	2485.60	1
2		100	515.72	75	440.72			100	492.88	75	487.44	1969	80625	4858.60	2
3	Oct.	25	128.93	18.75	110.18		Nov.	50	246.44	37.50	203.72	1970	118125	5058.24	3
4		100	515.72	75	440.72			100	492.88	75	487.44		236250	12183.52	4
5	Nov.	25	127.93	18.75	109.18		Dec	50	248.02	37.50	209.52	1971	144337.5	6693.4	5
6		100	511.72	75	436.72			100	494.04	75	419.04		82065	1857.63	6
7	Dec	100	511.72	75	436.72					1181.25	5.079.26	1980	70250	1849.51	7
8		25	129.93	18.75	111.18								450875	21726.44	8
9				375	2.495.60		Jan 71	50	211.50	37.50	174.00	1972	145125	6874.74	9
10								100	423.00	75	348.00		999000	28321.18	10
11	April 1969	25	129.35	18.75	110.06		Feb	50	211.58	37.50	174.44				11
12		100	517.4	75	442.40			100	423.92	75	348.92				12
13	May	50	255.08	37.50	217.58		March	50	211.58	37.50	174.44				13
14		100	510.14	75	435.16			100	423.92	75	348.92				14
15	June	50	249.78	37.50	212.28		April	50	211.96	37.50	174.46				15
16		100	499.56	75	424.56			100	423.92	75	348.92				16
17	Aug.	100	495.68	75	420.68		May	75	317.94	56.25	261.69				17
18	Sept.	50	247.84	37.50	210.34			100	423.92	75	348.92				18
19		100	495.68	75	420.68		June	75	315.75	56.25	259.50				19
20	Oct	25	123.82	18.75	105.17			100	425.20	75	350.20		Bonds	14880	20
21		100	495.68	75	420.68		July	50	210.50	37.50	173.00		Savings	8610	21
22	Nov	50	247.84	37.50	210.34			100	421.00	75	346.00			23080	22
23		100	495.68	75	420.68		Aug	75	316.32	56.25	260.07				23
24	Dec	25	124.92	18.75	105.81			100	421.76	75	346.76				24
25		100	498.28	75	423.34		Sept	50	210.88	37.50	173.38				25
26				806.25	4588.68			100	421.76	75	346.76				26
27							Oct	75	316.32	56.25	260.07		Sold THRU	1977	27
28	March 70	50	247.18	37.50	209.68			100	421.76	75	346.76		Canceled	3504	28
29		100	494.36	75	419.36		Nov	50	210.88	37.50	173.38		Sent	19877	29
30	April	50	247.18	37.50	209.68			100	421.76	75	346.76			23653	30
31		100	494.36	75	419.36		Dec	75	317.13	56.25	260.88				31
32	May	50	247.18	37.50	209.68		(10)	100	422.84	75	346.84		Total 19877	5365	32
33		100	494.36	75	419.36					448.75	1693.11			18,118	33
34	June	50	248.34	37.50	210.84									8610	34
35		100	496.68	75	421.68									27128	35
36	Aug.	50	246.44	37.50	208.94										36
37		100	492.88	75	417.88									23,720	37
38	Sept	25	123.22	18.75	104.72										38
39		100	492.88	75	418.88										39
40				843.75	3,548.38										40
41															41
42															42

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BRUNSTING000970

4913 - Buff
8913 - Green
4213 - White

Page 2

Decatur Redemption 1977

	Denomination	redemption value	Plasdia	Taxable
Feb 1980	75	202.29	56.25	146.04
Feb	100	269.72	75	194.72
Feb	200	539.43	150	389.43
March	200	539.47	150	389.43
March	200	539.47	150	389.43
April	75	202.29	56.25	146.04
April	100	269.72	75	194.72
	875		702.50	1849.81

77

Jan	75	310.86	56.25	254.61
Feb	50	202.74	37.50	165.24
Feb	100	415.48	75	340.48
March	75	311.61	56.25	255.36
March	100	415.48	75	340.48
April	75	311.61	56.25	255.36
April	100	415.48	75	340.48
May	75	311.61	56.25	255.36
May	100	415.48	75	340.48
June	75	312.48	56.25	256.23
June	100	416.64	75	341.64
July	75	306.33	56.25	250.08
July	100	408.44	75	333.44
Aug	75	307.02	56.25	250.77
Aug	100	408.44	75	333.44
Sept	75	307.02	56.25	250.77
Sept	100	408.44	75	333.44
Oct	75	307.02	56.25	250.77
Oct	100	408.44	75	333.44
Nov	75	307.02	56.25	250.77
Nov	100	408.44	75	333.44
Dec	75	307.68	56.25	251.43
Dec	100	410.24	75	335.24
			481.25	6594.78
			5790	28321.18

1849.81
702.50
2552.31

123.92
11.25
11.64
406.64
403.75
2.89
12.50

28321.18
25886.87
2434.31
2352.31
82.00

34611.08
-3
34011.08

25886.87
2562.34
28449.21
25.00
28424.21
5990
22434.21

P4938

BRUNSTING000971

SAVINGS - STOCK BONUS PLAN OF
GULF OIL CORPORATION

EMPLOYEE NO: 114162
LOCATION NO: 150
SOC SEC NO: 282-32-8905

AUTHORIZATION FOR SETTLEMENT

IN ACCORDANCE WITH THE PROVISIONS OF THE SAVINGS-STOCK BONUS PLAN, THE SETTLEMENT SHOWN BELOW IS AUTHORIZED TO BE MADE FOR THE ACCOUNT OF E.H. BRUNSTING BY REASON OF REQUEST 12/31/82 PART OF THIS SETTLEMENT MAY BE TAXABLE.

			COST OF SECURITIES	CASH PAYMENT	TOTAL FUND SETTLEMENT
SAVINGS FUNDS:					
1982 TERM-	36 BONDS	178 UNITS	2,225.00	4.84	2,229.84
STOCK BONUS FUNDS:					
LONG TERM-	SHARES @	$.000			
LONG TERM SAVINGS FUNDS:					
OPTION 1-	SHARES @	$.000			
OPTION 2					
SAVERS A-	SHARES @	$.000			
SAVERS B					
TOTAL SETTLEMENT UNDER ALL FUNDS:					
36 BONDS	SHARES		2,225.00	4.84	2,229.84

CHECK DATE 03/25/83 , NUMBER 214850, PAYEE E. H. BRUNSTING

BENEFITS COMMITTEE

DATE MARCH 25, 1983 BY PHILIP E. LINTNER
SECRETARY

FLASH 5013

P4939

1-800 333 2919

DESCRIPTIONS OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

	ISSUE DATE	DENOMINATION	SERIAL NUMBER	INSCRIPTION
8/27/97	~~JAN 1968~~	123.71 25	Q2323610188E	ELMER H. BRUNSTING OR NELVA E. BRUNSTING Q641817019E
8/27/97	JAN 1968	494.84 100	C488366018E	DITTO C-2116581318E
8/27/97	FEB 1968	494.84 100	C488381553E	DITTO C-2116581319E
6/23/97	MARCH 1968	494.84 100	C487597606E	DITTO C 2116581320E
7/3/97	JULY 1968	495.68 100	C492930507E	DITTO Sold — more?
8/27/97	AUG 1968	123.92 25	Q2369597957E	DITTO Q641811701 8E
8/27/97	AUG 1968	495.68 100	C495526689E	DITTO C-2116581 71
	SEPT 1968	123.92 25	Q2376239798E	DITTO Q641817017E
	SEPT 1968	495.68 100	C495554472E	DITTO C211 6581316E
	OCT 1968	123.92 25	Q2376412853E	DITTO Q641811701 6E
	OCT 1968	495.68 100	C495571546E	DITTO C-2116581315E
	NOV 1968	123.92 25	Q2382934338E	DITTO Q641811701 5E
	NOV 1968	495.68 100	C496529219E	DITTO C-2116581314E
	DEC 1968	495.68 100	C496545465E	DITTO C-2116581313E
	DEC 1968	124.37 25	Q2389590020E	DITTO Q641817020E
		5176.72		
8/27/97	JAN 1969	124.33 25	Q2402769422E	ELMER H BRUNSTING OR NELVA E BRUNSTING Q641817021E
7/3/97	JAN 1969	497.32 100	C497448486E	DITTO Sold
8/27/97	FEB 1969	124.33 25	Q2409958642E	DITTO Q641817022E
8/27/97	FEB 1969	497.32 100	C499254901E	DITTO C-2116581323E
6/23/97	MARCH 1969	248.66 50	L757031560E	DITTO L-222513 1 884E
	MARCH 1969	497.32 100	C499266790E	DITTO C 2116581324E
6/23/97	APRIL 1969	124.33 25	Q2422715395E	DITTO Q641817022 3E
	APRIL 1969	497.32 100	C499274128E	DITTO C 2116581325E
	MAY 1969	246.61 50	L763056023E	DITTO L 2225 13188 5E
	MAY 1969	492.28 100	C5022244708E	DITTO C-2116581326E
	JUNE 1969	240.04 50	L766519117E	DITTO L-222513188 6E
	JUNE 1969	460.16 100	C502238466E	DITTO C 2116581327E
8/27/97	JULY 1969	110.83 25	Q2440232983E	DITTO Q-641817024E
7/3/97	JULY 1969	475.32 100	C502260677E	DITTO Sold
8/27/97	AUG 1969	238.18 50	L772779399E	DITTO L 222513188 1E
	AUG 1969	476.36 100	C504859197E	DITTO C-2116581221E
	SEPT 1969	238.20 50	L775389203E	DITTO L-222513188 E
	SEPT 1969	476.40 100	C504883348E	DITTO C 2116581329E
	OCT 1969	119.10 25	Q2468249697E	DITTO Q641817021 2E
	OCT 1969	476.40 100	C506399101E	DITTO C-2116581330E
	NOV 1969	238.20 50	L777324452E	DITTO L 222513188 2E
	NOV 1969	476.40 100	C506442126E	DITTO C 2116581331E
	DEC 1969	119.10 25	Q2476363422E	DITTO Q641817025E
	DEC 1969	476.40 100	C506449027E	DITTO C-2116581308E
		7601.58		
	JAN 1970	236.96 50	L779356396E	ELMER H BRUNSTING OR NELVA E BRU;NSTING 222513188 3E
8/27/97	JAN 1970	473.92 100	C507351868E	DITTO C-2116581309E
	FEB 1970	118.48 25	Q2489045403E	DITTO Q641817020 6E
	FEB 1970	473.92 100	C507371517E	DITTO C-2116581224E
	MARCH 1970	237.56 50	L781533895E	DITTO L-222513188 5E
7/3/97	~~OCT 1972~~	100	C 2116581302E	

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MARCH 1970	237.58	100		C509742914E	DITTO C-211658131 0E
APRIL 1970	118.78	50		L781622843E	DITTO L-222513186 6E
APRIL 1970	475.12	100		C513299043E	DITTO C-211658131 1E
MAY 1970	237.56	50		LL781689413E	DITTO L-222513186 7E
MAY 1970	475.12	100		C513338157E	DITTO C-211658131 2E
JUNE 1970	237.58	50		L781840738E	DITTO L-222513186 8E
JUNE 1970	475.16	100		C513377785E	DITTO C-211658128 3E
9/23/97 JULY 1970	258.70	50		L794088310E	DITTO L-222513186 9E
9/23/97 JULY 1970	477.40	100		C513404100E	DITTO C-211658128 4E
AUG 1970	236.92	50	46	L796803115E	DITTO L-222513187 0E
AUG 1970	472.64	100		C515732747E	DITTO C-211658128 5E
SEPT 1970	118.44	25		Q2528750393E	DITTO Q641817202 7E
SEPT 1970	473.76	100		C515801272E	DITTO C-211658128 6E
OCT 1970	236.88	50		L801969302E	DITTO L-222513187 1E
OCT 1970	473.26	100		C515833390E	DITTO C-211658187 7E
NOV 1970	296.60	50		L802022535E	DITTO L-222513187 2E
NOV 1970	472.76	100		C515886588E	DITTO C-211658128 8E
DEC 1970	237.46	50		L807326463E	DITTO L-222513187 3E
DEC 1970	474.84	100		C515436590E	DITTO C-211658128 9E
	7750.06				
JAN 1971	201.32	50		L807366168E	ELMER H BRUNSTING OR L222513187 4E
JAN 1971	402.64	100		C518450821E	NELVA BRUNSTING C-211658129 0E
FEB 1971	201.74	50		L812941238E	DITTO L-222513187 5E
FEB 1971	403.46	100		C518516321E	DITTO C-211658129 1E
MARCH 1971	201.74	50		L815611153E	DITTO L-222513187 6E
MARCH 1971	403.48	100		C522495921E	DITTO C-211658129 2E
APRIL 1971	201.74	50		L817774095E	DITTO L-222513187 7E
APRIL 1971	403.46	100		C523365879E	DITTO C-211658129 3E
MAY 1971	302.61	75		K14200621E	DITTO K223036235E
MAY 1971	403.48	100		C523483834E	DITTO C-211658129 4E
JUNE 1971	297.63	75		K14670394E	DITTO K223036234E
JUNE 1971	394.84	100		C526107354E	DITTO C-211658129 5E
JULY 1971	198.72	50		L819574435E	DITTO L-222513187 8E
JULY 1971	397.52	100		C528427319E	DITTO C-211658129 6E
AUG 1971	258.17	75		K15016278E	DITTO K223036238E
AUG 1971	397.56	100		C529794380E	DITTO C-211658129 7E
SEPT 1971	198.74	50		L825480119E	DITTO L-222513187 9E
SEPT 1971	397.52	100		C529877212E	DITTO C-211658129 8E
OCT 1971	298.17	75		K15187296E	DITTO L-223036232E
OCT 1971	397.52	100		C529895593E	DITTO C-211658129 9E
NOV 1091	198.78	50		L835532053E	DITTO L-222513188 0E
NOV 1971	397.52	100		C531353752E	DITTO C211658130 0E
DEC 1971	298.89	75		K16443059E	DITTO K223036231E
DEC 1971	396.56	100		C534218555E	DITTO C-211658130 1
	7698.52				
JAN 1972	293.04	75		K16841325E	ELMER H BRUNSTING OR K223036198E
7/3/97 JAN 1972	390.72	100		C535345407E	NELVA E BRUNSTING SOL
FEB 1972	195.60	50		L1002342624E	DITTO L-222513185 7E
FEB 1972	391.60	100		C536246756E	DITTO C-211658130 3E

C-211658 1302E

~~MARCH 1972~~	293.73	75	K100205529E	DITTO K-223036230E
~~MARCH 1972~~	391.64	100	C1001140610E	DITTO C-211658/1304E
~~APRIL 1972~~	293.7	75	K100235027E	DITTO K-223036229E
~~APRIL 1972~~	391.64	100	C1001188897E	DITTO C-211658/1305E
~~MAY 1972~~	293.73	75	K100574825E	DITTO K-223036228E
~~MAY 1972~~	391.64	100	C1004287178E	DITTO C-211658/1306E
~~JUNE 1972~~	294.54	75	K100897353E	DITTO K-223036227E
~~JUNE 1972~~	392.72	100	C1004370151E	DITTO C-211658/1307E
~~JULY 1972~~	288.75	75	K100923508E	DITTO K-223036226E
~~JULY 1972~~	385	100	C1005971762E	DITTO C-211658/1258E
~~AUG 1972~~	289.41	75	K101226740E	DITTO K-223036225E
~~AUG 1972~~	385.88	100	C1007854435E	DITTO C-211658/1259E
~~SEPT 1972~~	289.41	75	K101234776E	DITTO K-223036224E
~~SEPT 1972~~	385.88	100	C1009583723E	DITTO C-211658/1260E
~~OCT 1972~~	289.41	75	K101497925E	DITTO K-223036223E
~~OCT 1972~~	385.88	100	C1013424162E	DITTO C-211658/1261E
~~NOV 1972~~	289.41	75	K101674271E	DITTO K-223036222E
~~NOV 1972~~	385.88	100	C1014677804E	DITTO C-211658/1262E
~~DEC 1972~~	350.01	75	K101717239E	DITTO K-223036221E
~~DEC 1972~~	388.68	100	C1014769185E	DITTO C-211658/1263E
	8071.13			

JAN 1973	379.04	100	C1017412539E	ELMER H BRUNSTING OR C-211658/1264E
JAN 1973	379.04	100	C1017412540E	NELVA E BRUNSTING C-211658/1265E
FEB 1973	285	75	K103456625E	DITTO K-223036220E
FEB 9173	380	100	C1019165387E	DITTO C-211658/1266E
MARCH 1973	380	100	C1020967659E	DITTO C-211658/1267E
MARCH 1973	380	100	C1020967660E	DITTO C-211658/1268E
APRIL 1973	285	75	K103502429E	DITTO K-223036219E
APRIL 1973	380	100	C1022725346E	DITTO C-211658/1271E
MAY 1973	380	100	C1022743153E	DITTO C-211658/1269E
MAY 1973	380	100	C1022743154E	DITTO C-211658/1270E
JUNE 9173	285.66	75	K104260431E	DITTO K-223036218E
JUNE 1973	380.88	100	C1024190568E	DITTO C-211658/1272E
JULY 1973	373.40	100	C1025207524E	DITTO C-211658/1273E
JULY 1973	373.40	100	C1025207525E	DITTO C-211658/1274E
AUG 1973	280.65	75	K104501960E	DITTO K-223036216E
AUG 1973	374.20	100	C1026856168E	DITTO C-211658/1275E
SEPT1973	374.04	100	C1028489865E	DITTO C-211658/1277E
SEPT 1973	374.04	100	C1028489866E	DITTO C-211658/1277E
OCT 1973	280.65	75	K105207666E	DITTO K-223036217
OCT 1973	374.20	100	C1030186694E	DITTO C-211658/1278E
NOV 1973	374.04	100	C1031889677E	DITTO C-211658/1279E
NOV 1973	374.04	100	C1031889678E	DITTO C-211658/1280E
DEC 1973	368.64	100	C1031993682E	DITTO C-211658/1281E
DEC 1973	368.64	100	C1031993683E	DITTO C-211658/1282E
	8555.51			10,410.11

~~JAN 1974~~	272.76	75	K105609333E	ELMER H BRUNSTING OR K-223036215E
~~JAN 1974~~	363.68	100	C1034862765E	NELVA E BRUNSTING C-211658/1234E
~~FEB 1974~~	272.76	75	K106301025E	DITTO K-223036214E

Extended 7/6/00

4/4/02

1/17/01

436.36 − 351.36 Ded.

Mand Plan August 2000. 434/300 2500 Inc. 1.34 = 10,850 Jan 1974

PAGE 4

~~FEB 1974~~	363.68	100	C1037551320E	DITTO C-2116581235E
~~MARCH 1974~~	363.68	100	C1039590046E	DITTO C-2116581236E
~~MARCH 1974~~	363.68	100	C1039590047E	DITTO C-2116581237E
~~APRIL 1974~~	363.68	100	C1039616578E	DITTO C-2116581238E
~~APRIL 1974~~	363.68	100	C1039616579E	DITTO C-2116581239E
~~MAY 1974~~	356.48	100	C1040575108E	DITTO C-2116581240E
~~MAY 1974~~	356.48	100	C1040575109E	DITTO C-2116581241E
~~JUNE 1974~~	357.32	100	C1040666253E	DITTO C-2116581242E
~~JUNE 1974~~		100	C1040666254E	DITTO C-2116581243E
~~JULY 1974~~	89.32	25	Q5206129943E	DITTO Q641817201 1E
~~JULY 1974~~	357.32	100	C1040699695E	DITTO C-2116581244E
~~JULY 1974~~	357.32	100	C1040699696E	DITTO C-2116581245E
~~AUG 1974~~	89.32	25	Q5207177764E	DITTO Q641817201 4E
~~AUG 1974~~	357.32	100	C1042675840E	DITTO C-2116581246E
~~AUG 1974~~	357.32	100	C1042675841E	DITTO C-2116581247E
~~SEPT 1974~~	89.32	25	Q5212656678E	DITTO Q641817201 9E
~~SEPT 1974~~	357.32	100	C1044277355E	DITTO C2116581249E
~~SEPT 1974~~	357.32	100	C1044277356E	DITTO C-2116581248E
~~OCT 1974~~	89.32	25	Q5219890347E	DITTO Q641817202 9E
~~OCT 1974~~	714.64	200	R104236199E	DITTO R-2143707628
~~NOV 1974~~	89.32	25	Q5227328461E	DITTO Q641817202 8E
~~NOV 1974~~	700.48	200	R104238066E	DITTO R-2143707638
~~DEC 1974~~	702.16	200	R105532207E	DITTO R-2143707648
	8,861.23			

JAN 1975	702.08	200	R105534602E	ELMER H BRUNSTING OR R-2143707618
FEB 1975	87.76	25	Q5250876813E	NELVA E BRUNSTING Q641817203E
FEB 1975	702.08	200	R105537285E	DITTO R-2143707608
MARCH 1975	175.52	50	L1110504385E	DITTO L2225131858E
MARCH 1975	702.08	200	R105552232E	DITTO R-2143707598
APRIL 1975	175.52	50	L10655080468E	DITTO L-2225131859E
APRIL 1975	702.08	200	R105555261E	DITTO R-2143707588
MAY 1975	172.04	50	L20046344533E	DITTO L-2225131860E
MAY 1975	688.16	200	R200729202E	DITTO R-2143707578
JUNE 1975	86.23	25	Q6011260745E	DITTO Q641817203 1E
JUNE 1975	689.84	200	R200475099E	DITTO R-2143707568
JULY 1975	172.44	50	L2008122240E	DITTO L-2225131861E
JULY 1975		200	R200478983E	DITTO R-2143707558
AUG 1975		50	L2011260401E	DITTO L2225131862E
AUG 1975		200	R201130474E	DITTO R-2143707548
SEPT 1975	172.44	50	L2019145590E	DITTO L-2225131863E
SEPT 1975	689.76	200	R201134203E	DITTO R-2143707538
OCT 1975	172.44	50	L2025225306E	DITTO L-2225131864E
OCT 1975	689.76	200	R201145065E	DITTO R-2143707528
NOV 1975	253.56	75	K202269628E	DITTO K223036213E
NOV 1975	676.24	200	R201438781E	DITTO R-2143707748
DEC 1975	254.16	75	K202852678E	DITTO K223036212E
DEC 1975	677.76	200	R202448340E	DITTO R-2143707738
	10,193.94			

deposited 33,248.29

7,212.24 of which 6087.24 is taxable

JAN1976	254.19	75	K202864265E	ELMER H BRUNSTING OR
JAN 1976	677.84	200	R202451895E	NELVA E BRUNSTING
FEB 1976	254.19	75	K203112916E	DITTO
FEB 1976	677.84	200	R202690829E	DITTO
MARCH 1976	254.19	75	K203265303E	DITTO
MARCH 1976	677.84	200	R202694335E	DITTO
APRIL1976	254.19	75	K203366117E	DITTO
APRIL 1976	677.84	200	R202698397E	DITTO
MAY 1976	249.12	75	K203354323E	DITTO
MAY 1976	664.32	200	R202699682E	DITTO
JUNE 1976	249.69	75	K203364078E	DITTO
JUNE 1976	665.84	200	R203951602E	DITTO
JULY 1976	249.66	75	K203386120E	DITTO
JULY 1976	665.76	200	R203944366E	DITTO
AUG 1976	332.88	100	C2030829953E	DITTO
AUG 1976	665.76	200	R203949180E	DITTO
SEPT 1976	249.66	75	K207076144E	DITTO
SEPT 1976	665.76	200	R203978493E	DITTO
OCT 1972	249.66	75	K207094581E	DITTO
OCT 1976	665.76	200	R204483052E	DITTO
NOV 1976	249.78	75	K207452453E	DITTO
NOV 1976	652.56	200	R204507335E	DITTO
DEC 1976	245.43	75	K207459456E	DITTO
DEC 1976	654.48	200	R204523975E	DITTO
	11,099.16			
JAN 1977	327.24	100	C20361322118E	ELMER H BRUSTING OR
JAN 1977	654.48	200	R204541333E	NELVA E BRUNSTING
FEB 1977	327.24	100	C2039832289E	DITTO
FEB 1977	654.48	200	R204553456E	DITTO
MARCH 1977	327.24	100	C2041431316E	DITTO
MARCH 1977	654.48	200	R204557856E	DITTO
APRIL 1977	327.24	100	C2043336989E	DITTO
APRIL 1977	654.48	200	R205675270E	DITTO
MAY 1977	80.21	25	Q6185728367E	DITTO
MAY 1977	320.84	100	C2046633576E	DITTO
MAY 1977	641.68	200	R205991077E	DITTO
JUNE 1977	321.42	100	C2049536154E	DITTO
JUNE 1977	643.04	200	R20634880E	DITTO
JULY 1977	321.44	100	C204981455E	DITTO
JULY 1977	642.88	200	R206596261E	DITTO
AUG.1977	80.36	25	Q6204923639E	DITTO
AUG 1977	321.44	100	C2054099290E	DITTO
AUG 1977	642.88	200	R2060846501E	DITTO
SEPT 1977	321.44	100	C2054145624E	DITTO
SEPT 1977	642.88	200	R207208675E	DITTO
OCT 1977	321.44	100	C2058634132E	DITTO
OCT 1977	642.88	200	R207528154E	DITTO
NOV 1977	256.20	100	C2059773778E	DITTO
NOV 1977	772.40	200	R207840791E	DITTO
DEC 1977	71.75	25	Q6233839753E	DITTO
DEC 1977	187.00	100	C2061750948E	DITTO
	2/27/07 19,708.78			

	DEC 1977	25	Q6233839753E	DITTO	
	DEC 1977	100	C2066750948E	DITTO	
			PAGE 6		
7/7/01	DEC 1977	200	R207846639E	DITTO	R214370789E
		Cashelder			
		3/4/08			
7/7/01	JAN 1978	287 100	C2063616775E	ELMER H. BRUNSTING OR	C-2116581231E
	JAN 1978	574 200	R208068104E	NELVA E BRUNSTING	R214370788E
		861			
	~~FEB 1980~~	194.43 75	K221891597E	ELMER H BRUNSTING OR	K223051179E
	~~FEB 1980~~	259.24 100	C2107430100E	NELVA E BRUNSTING	C-2116581232E
	~~FEB 1980~~	518.48 200	R212872691E	DITTO	R-214370787E
	~~MARCH 1980~~	518.48 200	R212956976E	DITTO	R-214370786E
	MARCH 1980	518.48 200	R212956977E	DITTO	R 214370785E
	~~APRIL 1980~~	194.43 75	K222388747E	DITTO	K-223036200E
	~~APRIL 1980~~	259.24 100	C2108816696E	DITTO	C-2116581233E
		2462.78			
	FEB 1981	161.40 50	L50420726EE	ELMER H BRUNSTING OR	L550298074EE
	FEB 1981	242.1 75	K19777823EE	NELVA E BRUNSTING	K101747190EE
	FEB 1981	645.60 200	R7766450EE	DITTO	R137344640EE
	MARCH 1981	161.40 50	L57948286EE	DITTO	L550298073EE
	MARCH 1981	242.1 75	K19824806EE	DITTO	K101747189EE
	MARCH 1981	645.60 200	R7862790EE	DITTO	R137344693EE
	APRIL 1981	161.40 50	L62652169EE	DITTO	L550298072EE
	APRIL 1981	322.80 100	C22831762EE	DITTO	C586074555EE
	APRIL 1981	645.60 200	R7935030EE	DITTO	R137344638EE
	MAY 1981	152.96 50	L66997209EE	DITTO	L550298071EE
	MAY 1981	229.44 75	K20201615EE	DITTO	K101747188EE
	MAY 1981	611.84 200	R8890396EE	DITTO	R137344637EE
	JUNE 1981	152.96 50	L67154411EE	DITTO	L550298070EE
	JUNE 1981	229.44 75	K20988705EE	DITTO	K101747187EE
	JUNE 1981	611.84 200	R8963741EE	DITTO	R137344636EE
	JULY 1981	152.96 50	L71018815EE	DITTO	L550298069EE
	JULY 1981	305.92 100	C27478706EE	DITTO	C586074554EE
	JULY 1981	611.84 200	R9080782EE	DITTO	R137344635EE
	AUG. 1981	152.96 50	L77515409EE	DITTO	L550298068EE
	AUG. 1981	229.44 75	K21069991EE	DITTO	K101747186EE
	AUG. 1981	611.84 200	R9163791EE	DITTO	R-137344634EE
	SEPT 1981	152.96 50	L78689195EE	DITTO	L550298067EE
	SEPT 1981	305.92 100	C31829104EE	DITTO	C586074553EE
	SEPT 1981	611.84 200	R299558EE	DITTO	R137344633EE
	OCT 1981	152.96 50	L83335953EE	DITTO	L550298066EE
	OCT 1981	229.44 75	K21754483EE	DITTO	K101747185EE
	OVT 1981	611.84 200	R10284711EE	DITTO	R137344632EE
	NOV 1981	148.52 50	L87201014EE	DITTO	L550298065EE
	NOV 1981	222.78 75	K21962801EE	DITTO	K101747184EE
	NOV 1981	594.08 200	R10473740EE	DITTO	R137344631EE
	DEC 1981	148.52 50	L87994774EE	DITTO	L550298064EE
	DEC 1981	297.04 100	C35846236EE	DITTO	C-586074552EE
	DEC 1981	594.08 200	R10720744EE	DITTO	R137344630EE
		11,196.98			

JAN 1982	222.78	75	K22664763EE	ELMER H BRUNSTING OR
JAN 1982	297.04	100	C36623992EE	NELVA E BRUNSTING
JAN 1982	554.00	200	R11303467EE	DITTO
FEB 1982	148.52	50	L91576789EE	DITTO
FEB 1982	297.04	100	C36678673EE	DITTO
FEB 1982	554.00	200	R11338971EE	DITTO
MARCH 1982	222.78	75	K23083831EE	DITTO
MARCH 1982	297.04	100	C36718817EE	DITTO
MARCH 1982	554.00	200	R11374723EE	DITTO
APRIL 1982	222.78	75	K23121260EE	DITTO
APRIL 1982	297.04	100	C40523680EE	DITTO
APRIL 1982	554.00	200	R11584168EE	DITTO
MAY 1982	216.30	75	K23495917EE	DITTO
MAY 1982	288.40	100	C40594461EE	DITTO
MAY 1982	576.80	200	R11601130EE	DITTO
JUNE 1982	216.30	75	K23536240EE	DITTO
JUNE 1982	288.40	100	C41593583EE	DITTO
JUNE 1982	576.80	200	R11710847EE	DITTO
JUL7 1981	216.30	75	K23579140EE	DITTO
JULY 1982	288.40	100	C43012682EE	DITTO
JULY 1982	576.80	200	R11827387EE	DITTO
AUG 1982	216.30	75	K29080326EE	DITTO
AUG 1982	288.40	100	C43673159EE	DITTO
AUG 1982	576.80	200	R11843838EE	DITTO
SEPT 1982	144.20	50	L109061867EE	DITTO
SEPT 1982	288.40	100	C43899488EE	DITTO
SEPT 1982	576.80	200	R11932700EE	DITTO
OCT 1982	216.30	75	K34434512EE	DITTO
OCT 1982	288.40	100	C46517845EE	DITTO
OCT 1982	576.80	200	R12764765EE	DITTO
NOV 1982	192.72	75	K34462816EE	DITTO
NOV 1982	256.96	100	C46556481EE	DITTO
NOV 1982	513.92	200	R12807995EE	DITTO
DEC 1982	192.72	75	K35841574EE	DITTO
DEC 1982	256.96	100	C47000524EE	DITTO
DEC 1982	513.92	200	R13202009EE	DITTO
	12,725			
JAN 1983	192.72	75	K35869372EE	ELMER H BRUNSTING OR
JAN 1983	256.96	100	C47086584EE	NELVA E BRUNSTING
JAN 1983	513.92	200	R13214791EE	DITTO
FEB1983	128.48	50	L136290497EE	DITTO
FEB1983	256.96	100	C54019850EE	DITTO
FEB 1983	513.92	200	R13915588EE	DITTO
MARCH 1983	192.66	75	K36534795EE	DITTO
MARCH 1983	256.88	100	C54064392EE	DITTO
MARCH 1983	513.76	200	R14184718EE	DITTO
APRIL 1983	192.66	75	K39737381EE	DITTO
APRIL 1983	256.88	100	C55118367EE	DITTO
APRIL 1983	513.76	200	R14244640EE	DITTO
MAY 1983	182.34	75	K39755808EE	DITTO
MAY 1983	243.12	100	C55144028EE	DITTO

1-800-333-2919

49

MAY 1983	486.24	200	R14256620EE	DITTO R137344643 EE
JUNE 1983	182.34	75	K39784382EE	DITTO K101747169EE
JUNE 1983	243.12	100	C55185840EE	DITTO C586074534EE
JUNE 1983	486.24	200	R15649975EE	DITTO R137344612EE
JULY 1983	182.3475	75	K39817083EE	DITTO K101747168EE
JULY 1983	234.12	100	C55647118EE	DITTO C586074533EE
JULY 1983	486.24	200	R14702862EE	DITTO R137344611EE
	6515.77			

Redemption for Plea only 713-617-4433

SERIES HH BONDS

	TAXABLE			
~~OCT 1982~~	385.52	500	D284696HH	ELMER H BRUNSTING OR D42527311HH
~~OCT 1982~~	385.53	500	D284697HH	NELVA E BRUNSTING D42527321HH

new #'s

NOV 1988	694.56	1000	M2577341HH	DITTO M60242231HH
NOV 1988	694,56	1000	M2577342HH	DITTO M60242241HH
		3000		

Savings for 20 yrs

Purchase Price (Taxable @ 18.7%)

123,531.51

123,581.51

3000 2 HH

120,581.51

26,443.75 cost

94087.76 TAXABLE

2160.18 HH Taxable

96247.94 TAX MSF

26949.42 @ 20%

69298.52 TAX PD

26443.75 cost E-Bee

888.32 cost H-H

96624.27 Edgar

HH - 3000 PAR

Int. Taxed - 21.60

1080.09

x2

2160.18

385.53

694.56

3000

2.16

888.32

1403 Discount

X for 533 2919

FOB Kansas City

PD F 5313
Department of the Treasury
Bureau of the Public Debt
(Revised June 1997)

SAVINGS BOND REDEMPTION CHECK

The enclosed check represents payment for the redemption of series F, G, H, J, K, or HH bonds. If you also requested payment for the redemption of series EE or E bonds or the issue of new bonds, you will receive them separately.

Please direct questions concerning this check to the Bureau of the Public Debt at (304) 480-7999.

*U.S.GPO:1997-418-006/64315

P4950

PLEASE READ INSTRUCTIONS BEFORE PREPARING FORM

REQUEST FOR REDEMPTION OF U.S. SAVINGS BONDS, NOTES, RETIREMENT PLAN & INDIVIDUAL RETIREMENT BONDS

INSTRUCTIONS

1. Complete separate requests for Series E/EE, H/HH, and I bonds.
2. **All** bonds must be signed by the payee and the signature must be **certified** by a bank official, authorized bank individual or **notary** on the back of the bond.
3. When bonds are being submitted to the Federal Reserve Bank for redemption, we become the paying agent. Therefore, your paying agent stamp is not needed on the front of the bond and the 1099-INT will be issued by the Bureau of Public Debt at the end of the year.
4. Series H/HH bonds will suffer a loss of interest if presented for payment in any month other than the month that interest is paid. Be sure to check the appropriate box below to clarify the payee's intentions for payment.
5. Series EE bonds issued after May 1, 1997, and I bonds are subject to a loss of the three most recent months' interest when redeemed within the first five years.

If you have any questions, please do not hesitate to call the Savings Bond Customer Service Unit between the hours of 8:00 a.m. and 6:00 p.m. CDT.

Kansas City Area	881-2919
Long Distance Calls	(800) 333-2919

Submit completed form to:

Federal Reserve Bank of Kansas City
Savings Bond Department
P.O. Box 419440
Kansas City, Missouri 64141-6440

Series of Bonds	Number of Bonds	Total Face Value	Payee's Social Security or Tax I.D. Number	Date

Payee's Name

Payee's Street Address

City, State, Zip Code

Name of Contact and Telephone Number for Questions Regarding Request

Method of Payment

☐ Check, mail payment to:
(If other than payee's address as indicated above).

☐ Credit financial institution's reserve account or correspondent's reserve account as designated on Federal Reserve Bank records. (This is not an ACH deposit.)

Name of Submitting Financial Institution

9-Digit ABA Number	4-Digit Branch Number

Street Address

City, State, Zip Code

Inscription on Savings Bond(s)
(Name(s) and address on face of bond)

Evidence

☐ Return Evidence (i.e., death certificate, court papers, or other documentation)

☐ Evidence previously submitted to your processing site. _____ Date

Complete this section for Series H or HH savings bonds only.

☐ **Hold bonds until after interest is paid next month.**
NOTE: Requests can only be held for a maximum of 30 business days prior to the next interest payment due date.

Pay Bonds in month of _____.

☐ Redeem bonds immediately regardless of interest payment due date and forfeit next interest payment.
NOTE: No payment of bonds will be made during the last five business days of the month prior to the month that interest is due.

FOR FEDERAL RESERVE BANK USE ONLY - DO NOT WRITE BELOW THIS LINE

Evidence Notations

Examiner

Date Received _____

Out Date _____

Initials _____

Date Examined _____

Processing Notations

TRAN _____ PRI _____

1st Pass _____ Total CRV _____

2nd Pass _____

Arb _____ Unbal _____

Res _____ Bal _____

WHITE COPY - FRB
YELLOW COPY - Customer Copy

SD 120 (Rev. 10-98)

P4951

BRUNSTING000984

PLEASE READ INSTRUCTIONS BEFORE PREPARING FORM

REQUEST FOR REDEMPTION OF U.S. SAVINGS BONDS, NOTES, RETIREMENT PLAN & INDIVIDUAL RETIREMENT BONDS

INSTRUCTIONS

1. Complete separate requests for Series E/EE, H/HH, and I bonds.
2. **All** bonds must be signed by the payee and the signature must be **certified** by a bank official, authorized bank individual or **notary** on the back of the bond.
3. When bonds are being submitted to the Federal Reserve Bank for redemption, we become the paying agent. Therefore, your paying agent stamp is not needed on the front of the bond and the 1099-INT will be issued by the Bureau of Public Debt at the end of the year.
4. Series H/HH bonds will suffer a loss of interest if presented for payment in any month other than the month that interest is paid. Be sure to check the appropriate box below to clarify the payee's intentions for payment.
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Kansas City Area	881-2919
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Kansas City, Missouri 64141-6440

Series of Bonds	Number of Bonds	Total Face Value	Payee's Social Security or Tax I.D. Number	Date

Payee's Name

Payee's Street Address

City, State, Zip Code

Name of Contact and Telephone Number for Questions Regarding Request

Method of Payment

☐ Check, mail payment to:
(If other than payee's address as indicated above).

☐ Credit financial institution's reserve account or correspondent's reserve account as designated on Federal Reserve Bank records. (This is not an ACH deposit.)

Name of Submitting Financial Institution

9-Digit ABA Number	4-Digit Branch Number

Street Address

City, State, Zip Code

Inscription on Savings Bond(s)
(Name(s) and address on face of bond)

Evidence

☐ Return Evidence (i.e., death certificate, court papers, or other documentation)

☐ Evidence previously submitted to your processing site. _____ Date

Complete this section for Series H or HH savings bonds only.

☐ **Hold bonds until after interest is paid next month.**
NOTE: Requests can only be held for a maximum of 30 business days prior to the next interest payment due date.

Pay Bonds in month of _____.

☐ Redeem bonds immediately regardless of interest payment due date and forfeit next interest payment.
NOTE: No payment of bonds will be made during the last five business days of the month prior to the month that interest is due.

FOR FEDERAL RESERVE BANK USE ONLY - DO NOT WRITE BELOW THIS LINE

Evidence Notations

Examiner

Date Received _____

Out Date _____

Initials _____

Date Examined _____

Processing Notations

TRAN	PRI
1st Pass	Total CRV
2nd Pass	
Arb	Unbal
Res	Bal

WHITE COPY - FRB
YELLOW COPY - Customer Copy

SD 120 (Rev. 10-98)

P4952

Dear Savings Bond Customer:

Enclosed are the Savings Bond forms you requested. If you are sending a transaction to our office for processing, please be sure to include the completed form and any necessary legal documents. If enclosing savings bonds, please record serial numbers prior to mailing.

Federal Reserve Bank - K.C.
PO Box 419440
Kansas City, MO [redacted]4141-6440

SD 89 (Rev. 4-96)

E. Brunsting
13630 Pine Rock
Houston TX 77079

Attention: _____

ABA No. _____ Daytime Phone # 713 464-4391

☑ Over

Form #	Quantity
PD 345	
PD 385-1	
PD 1048	
PD 1050	
PD 1455	
PD 1522	
PD 1849	
PD 1851	
PD 1938	
PD 1980	
PD 1993	
PD 2458	
PD 2488-1	
PD 2517	

Form #	Quantity
PD 2966	
PD 3062	
PD 3253	
PD 3360	
PD 3500	
PD 3501	
PD 3600	
PD 3782	
PD 3900	
PD 4000	
PD 4651	
PD 4652	
PD 5255	
PD 5263	

P4953

Form #	Quantity
PD 5263-1	
PD 5276	
PD 5336	
Supply Requisition	
SD 3 B	
SD 23	
SD 91	
SD 103	
SD 120	
SD 211	
FA 500	
SD 500	
SD 1340	
SF 1199A	

Form #	Quantity
W8	
W9	
SBD 2059	
SBD 2084	
SBD [redacted]	
SBD 2113	
SBD 2118	
SBD 2139	
SBD 2162	
CIRC 1-80	
CIRC 2-80	
CIRC 3-80	
CIRC 4-67	
CIRC 530	

Form #	Quantity
CIRC 750	
Red. Table E/SN	
Red. Table EE	
Guaranteed Rate	1
~~IB Packet~~	
PD News	
Interim Rate	
Table of Interest Dates	
The Book	
Form 1001	
Other	

P4954

Brooks & Cashin

X507

March 1968 100 C 2116581320 E

March 1969 50 L 2225131584 E

100 C. 2116581324 E

July 1970 100 L 2225131865 E

50 C - 2116581284 E

400 X ~2027

Cashed 9/23/97

P4955

	0.00	*
	0.00	*
	0.00	*
68	2,496.00	+
	2,496.00	*
	120.00	+
	120.00	+
	120.00	+
	240.00	+
	240.00	+
69	240.00	+
	240.00	+
	480.00	+
	480.00	+
	480.00	+
	480.00	+
	480.00	+
	480.00	+
	480.00	+
	480.00	+
	480.00	+
	5,160.00	*
	120.00	+
	2,400.00	+
70	4,800.00	+
	7,320.00	*
	2,500.00	+
	5,100.00	+
	7,300.00	+
	14,900.00	*

+ must 9 71
Rebar on
19 & when
short # 69

P4956

Bank of America

Customer Receipt

☐ Checking Deposit ☐ Savings Deposit ☐ Line of Credit ☐ Consumer Loan ☐ Commercial Loan ☐ Visa/MasterCard
☐ Federal Tax Deposit ☐ Safe Deposit Box ☐ Other (specify) _____

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Member FDIC

Home State of Account _____

Taylor Jacoms

TOTAL

8519001143# 008 159 948 70601#013D $23054.12 D

95-14-1960B 6-2000

Bank of America

U.S. Savings Bond E/EE
Interest Income

Interest Income to be Reported to the Internal Revenue Service (Form must be typed or printed legibly)

Customer Information (Customer Mailing Address for 1099 Statement)

Customer Name (Name of party receiving funds)	Tax ID (TIN)
Elmer H. Brunsting	282-32-8905
Street Address/Apt. Number	**City/State/Zip Code**
13630 Pinerock	Houston, TX, 77079

I certify that the TIN shown on this form is my correct Taxpayer Identification Number for reporting to the IRS.

Customer Signature Elmer H Brunsting Date 07-06-01

Associate Information

Prepared By	Teller Number	Telephone Number
M. Sarvani	008	(713) 365-3220
Bank Number/Cost Center	**Banking Center Name/ Number**	
159/8519	Town & Country / 159	

Transaction Information (Complete all applicable fields)

Type of Bonds (Check applicable type)	Redemption Date	Number of Bonds
☑ Series E ☐ Series EE	07-06-01	11
Purchase Price (A)	**Interest Amount paid (B) (Amount reported to the IRS as Interest Income)**	**Total Amount Paid (C) (A + B = C)**
$ 825.00	$ 4229.12	$ 5054.12 ✓
Deposit to Account Number		**Total Deposit Amount**
0085190011 43		$ 5054.12
Cash Ticket Number		**Cashier's Check Number**
@27% 1141.56 Tot 27%		18006 — 5054.12

TEFRA Use Only

Entered By	Date 27%	Delete -5054.12	Date
Verified By	Date	Re-entered	Date

00-14-2944B 4-1999 White - TEFRA Canary - Customer Pink - File

P4958

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

REDEMPTION YYYY/MO 2001/07 SERIES: 1 - E BONDS 3 - SAVINGS NOTES
2 - EE BONDS 4 - I BONDS

# OF BONDS	SERIES 1,2,3,4	FACE VALUE	ISSUE YYYY/MO	PER BOND REDEMP. VAL	PER BOND INT EARNED	TOTALS REDEMP. VAL	TOTALS INT EARNED
1	1	100	1974/01	465.48	390.48	465.48	390.48
1	1	100	1974/02	456.36	381.36	456.36	381.36
2	1	100	1974/03	456.36	381.36	912.72	762.72
2	1	100	1974/04	456.36	381.36	912.72	762.72
2	1	100	1974/05	460.72	385.72	921.44	771.44
2	1	100	1974/06	461.80	386.80	923.60	773.60
1	1	100	1974/07	461.80	386.80	461.80	386.80

PAGE TOTAL 5054.12 4229.12

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

P4959

Bonds sold 1997

7/3, 8/23 and 9/23 Invested 12372.50
Earned Interest 7041
Redemption Val 8378
all funds & checking each note/bond $0
Tax due 7041 x .28 = 1971.48

12/x/97 - Investment $5990
Earned $ 28,321
Redempt $ 3431
Tax due = 28,321 x .28 = $7930

Funds after tax
Invest Refund $5990
Earn 28,321 x .28 28,321
Funds available 34,311
for Mut Funds 25000
to Tandem 9311

7,8,9-1971
12 2930 9901
9901

9,901
24,410
for 25000 Mun 25000
Short 590
464

9901
9437
464

Modifications
In order to insure the success of the project, all exceptions and modifications to these obligations are to be negotiated with the Executive Director of Houston Habitat for Humanity, Inc.

The purpose of this document is not to create a legally binding agreement, but rather to set forth the expectations of each party so as to aid in creating a satisfying experience for Sponsoring Organization and Houston Habitat for Humanity.

The Board and Staff of Houston Habitat for Humanity look forward to working with in this exciting adventure.

HOUSTON HABITAT FOR HUMANITY

SPONSORING ORGANIZATION

Contributory Retirement Plan and
Savings-Stock Bonus Plan of
Gulf Oil Corporation

EMPLOYEE NO. 114162
LOCATION NO. 800
SOCIAL SECURITY NO. 282-32-8905

AUTHORIZATION FOR SETTLEMENT

In accordance with the provisions of the Contributory Retirement Plan and/or the Savings-Stock Bonus Plan, the settlement shown below is authorized to be made for the account of E. H. BRUNSTING by reason of REQUEST 12/31/73

[X] None of this settlement is taxable [ ] Part of this settlement is taxable (see attachment)

	DESCRIPTION	COST OF BONDS AND/OR STOCK	CASH PAYMENT	TOTAL FUND SETTLEMENT
CRP (Cash)	PAYMENT FROM MEMBER'S ACCOUNT: CONTRIBUTIONS; INTEREST; ACCUMULATED CONTRIBUTIONS; PAYMENT UNDER SECTION 4F-1 OF THE PLAN			
	TOTAL SETTLEMENT UNDER CRP			
SAVINGS FUND(S) (U.S. Savings Bond(s) Series E and/or Cash)	TERM NO. 1972 24 BOND(S) 84 UNIT(S)	1,575.00	3.42	1,578.42
	TERM NO. 1973 24 BOND(S) 90 UNIT(S)	1,687.50	11.70	1,699.20
	TERM NO. BOND(S) UNIT(S)			
	TOTAL SETTLEMENT UNDER SAVINGS FUND(S) 48 **BOND(S)** 174 **UNIT(S)**	3,262.50	15.12	3,277.62
STOCK BONUS FUND(S) (Capital Stock of Gulf Oil Corporation and/or Cash)	TERM NO. SHARE(S) @			
	TERM NO. SHARE(S) @			
	TERM NO. SHARE(S) @			
	TOTAL SETTLEMENT UNDER STOCK BONUS FUND(S) **SHARE(S)**			
TOTAL SETTLEMENT UNDER ALL FUND(S)		3,262.50	15.12	3,277.62

NO. OF SHARES		IN NAME OF	AMOUNT

DATE	CHECK NUMBER(S)	IN NAME OF	AMOUNT
3/08/74	044993	E. H. BRUNSTING	$15.12

RETIREMENT PLAN COMMITTEE
SAVINGS PLAN COMMITTEE

Date MARCH 8, 1974

By James W. Chappel SECRETARY

GULF 8549-F PRINTED IN U.S.A.

(RETAIN THIS FORM FOR RECORD PURPOSES)

P4962

Bank of America
embracing ingenuity

USA

Official Sponsor 2002-2004 U.S. Olympic Teams

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com

6230515416

95-14-2005B 06-2002

P4963

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1972	800	114162	E. H. BRUNSTING	24	84

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF $25 BONDS (I.E., $25 AT MATURITY, BUT $18.75 WHEN PURCHASED). FOR EXAMPLE, A $50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A $100 BOND AS 1 BOND, BUT 4 UNITS.

P4964

WAIVER OF LIABILITY
(18 and over)

To be read and signed by all persons intending to do volunteer work for Houston Habitat for Humanity.

I understand that my (or my dependent(s) work as a volunteer on or about a Habitat construction site or project will expose me (or my dependent(s) to various risks of injury or illness. I understand and assume these risks, and agree not to hold Houston Habitat for Humanity, its agents, employees or volunteers liable for such injury or illness.

Chapelwood United Methodist Church Group Volunteer

Shelley Montgomery *Date* 17 Sept 1994
(Signature)

P4965

1800-333 2919

all 30 yrs.

Series E 1973 Jan – Dec
1974 Jan Dec
1975
1976
1977
1978 Jan only

Series EE 1981
1982
1983 - Jan - July

minimum 9
HH - Oct 1982 were 6? now ? 6 mo

Nov. 1982

1st Bus Day ~~after~~ month – publication

Fed Res Bk
KC

Oct - Dec Cpns
–
Nov int grace
after 10 yrs
1992

P4966

Follow-up Notice
Matured HH/H Savings Bonds

The Bureau of the Public Debt previously notified you that your series HH/H United States savings bonds were about to mature. Our records show that the matured bonds on the reverse side of this notice are registered in your name **and no longer earn interest.**

Please redeem these bonds as soon as possible. Sign the "request for payment" on the back of each bond in the presence of an authorized certifying officer at a financial institution, and send the bonds to one of the Federal Reserve Banks listed on this notice (select the one nearest you).

If the bonds described on the reverse side of this notice have been lost, please write to the Bureau of the Public Debt, PO Box 2186, Parkersburg, West Virginia 26106-2186. We'll send you a form to file a claim.

If you've recently redeemed the bonds, please ignore this notice.

Federal Reserve Banks that Process Redemption Requests

FRB Pittsburgh
PO Box 299
Pittsburgh, PA 15230-0299

FRB Richmond
PO Box 85053
Richmond, VA 23285-5053

FRB Minneapolis
Savings Bond Services
PO Box 214
Minneapolis, MN 55480-0214

FRB Kansas City
PO Box 419440
~~Kansas City, MO 64141-6440~~
(612) 204 5066
5203

FRB New York
Savings Bond Examinations Div.
PO Box 961
Buffalo, NY 14240-0961

P4967

BRUNSTING001000

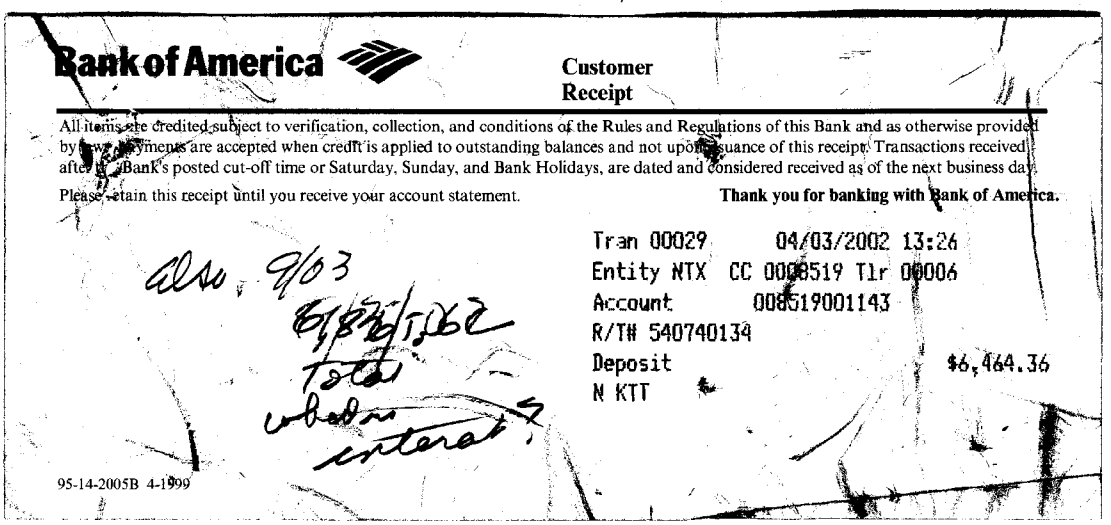
ISSUE DATE	DENOMI-NATION	SERIAL NUMBER		ISSUE DATE	DENOMI-NATION	SERIAL NUMBER	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

deferred interest
385.53
10/1982 20 years

[illegible]

PLEASE SEE REVERSE SIDE OF THIS PAGE FOR AN IMPORTANT NOTICE ABOUT YOUR MATURED SERIES HH/H UNITED STATES SAVINGS BONDS

P4968



Bank of America

Customer Receipt

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Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

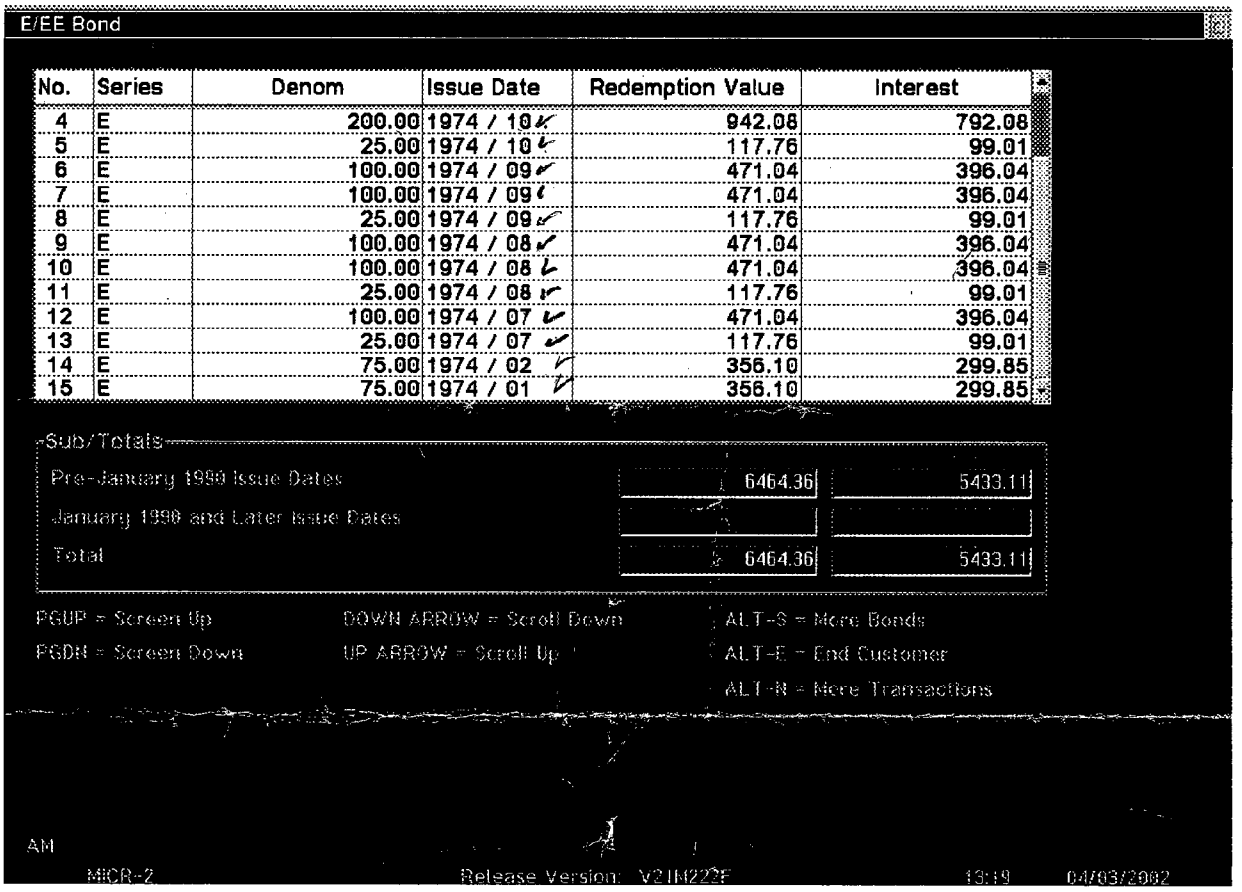
Tran 00029 04/03/2002 13:26
Entity NTX CC 0008519 Tlr 00006
Account 008519001143
R/T# 540740134
Deposit $6,464.36
N KTT

Also, 9/03
6,822.62
Total
what's entered?

95-14-2005B 4-1999

P4969

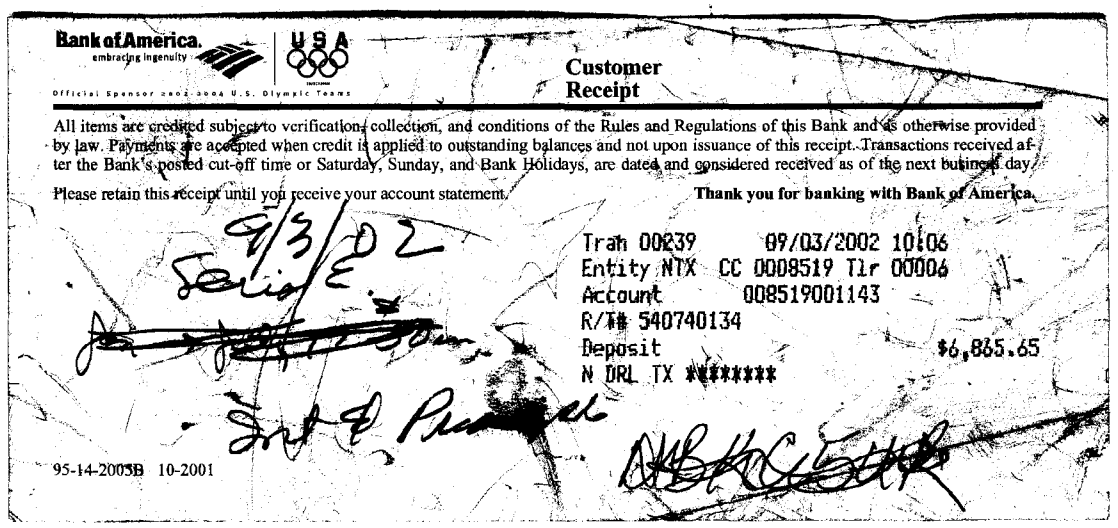
BRUNSTING001002



900 299 2265

0+0+0

P4970



Bank of America.
embracing ingenuity

USA

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Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

9/3/02

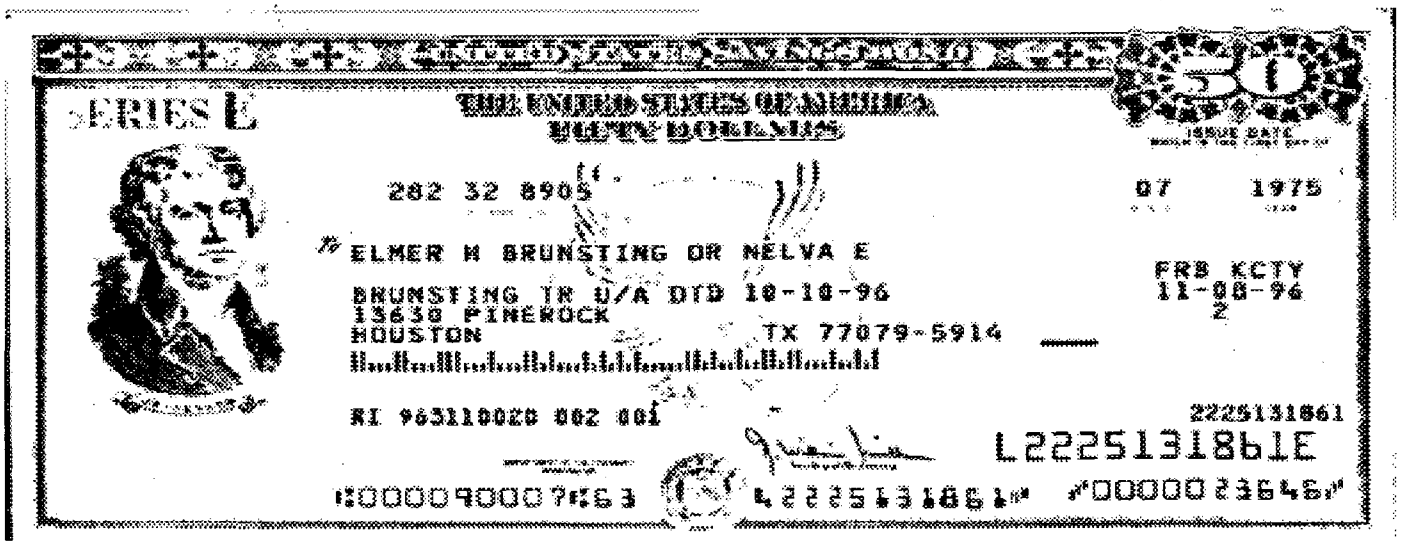
Tran 00239 09/03/2002 10:06
Entity NTX CC 0008519 Tlr 00006
Account 008519001143
R/T# 540740134
Deposit $6,885.65
N DRL TX ********

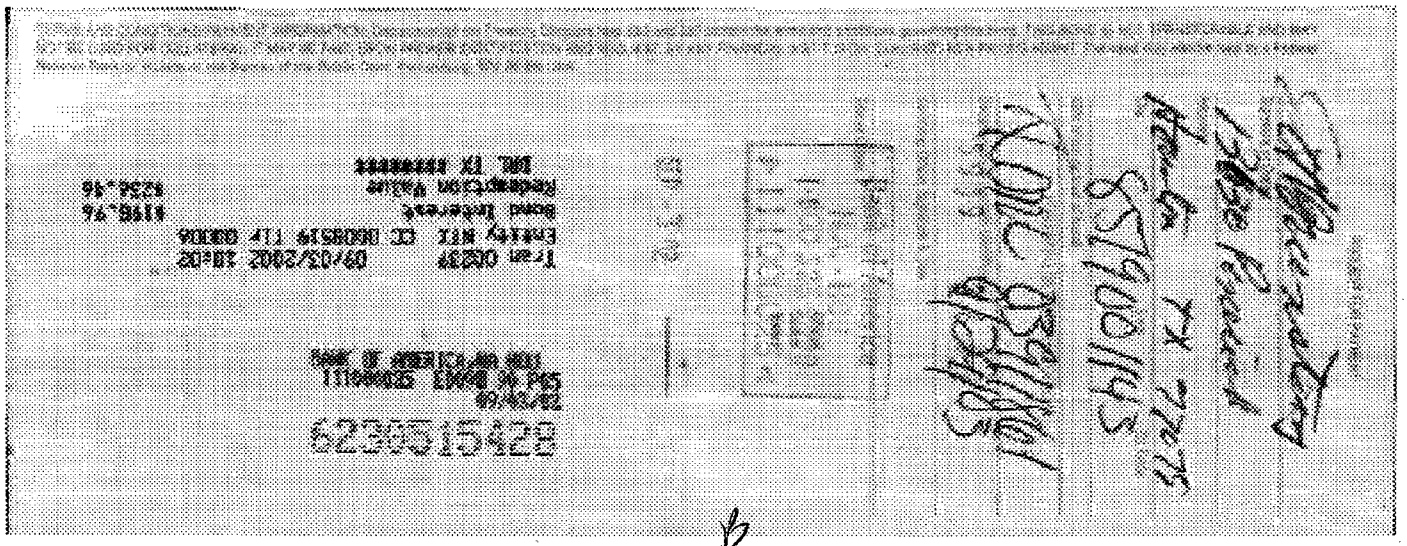
95-14-2005B 10-2001

P4971

Bank #: 00009000 Acct #: 06342225131861 Check #:

Amount: $236.46
Account: 06342225131861
Bank Number: 00009000
CD Volume #:
Check Number:





P4972

Bank #: 54074010 Acct #: 00008519001143 Check #:

Amount: $6865.65
Account: 00008519001143
Bank Number: 54074010
CD Volume #:
Check Number:

DEPOSIT TICKET

ELMER H. BRUNSTING
NELVA E. BRUNSTING
19630 PINEROCK
HOUSTON, TX 77079

DATE 09/96

Bank of America

ACH RTT 111000025

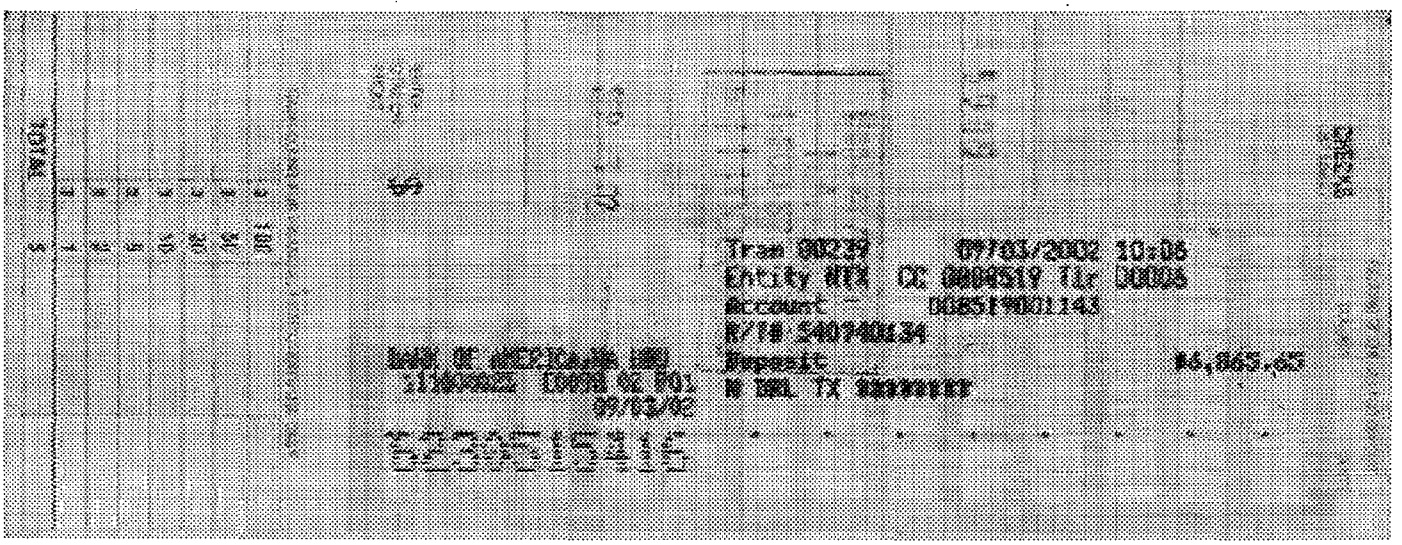
6865.65

SUBTOTAL ▶

LESS CASH ▶

NET DEPOSIT $ 6865.65

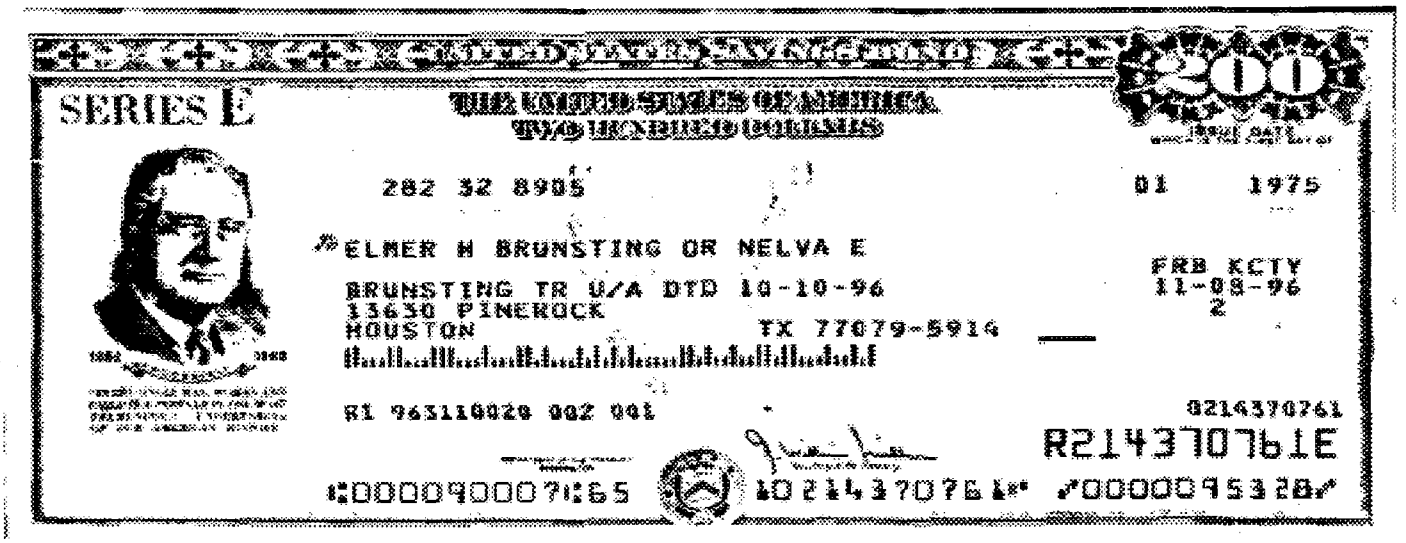
⑆54074010⑆ 00851900 1143⑈ ⑈000006865 65⑈

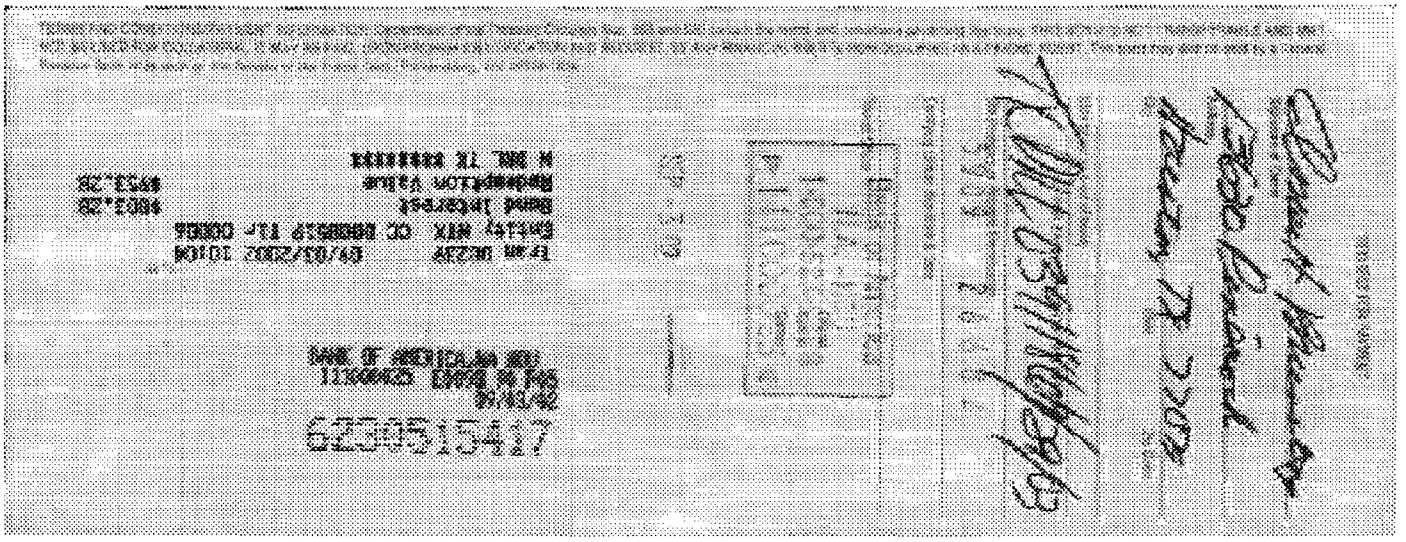


P4973

Bank #: 00009000 Acct #: 06510214370761 Check #:

Amount: $953.28
Account: 06510214370761
Bank Number: 00009000
CD Volume #:
Check Number:

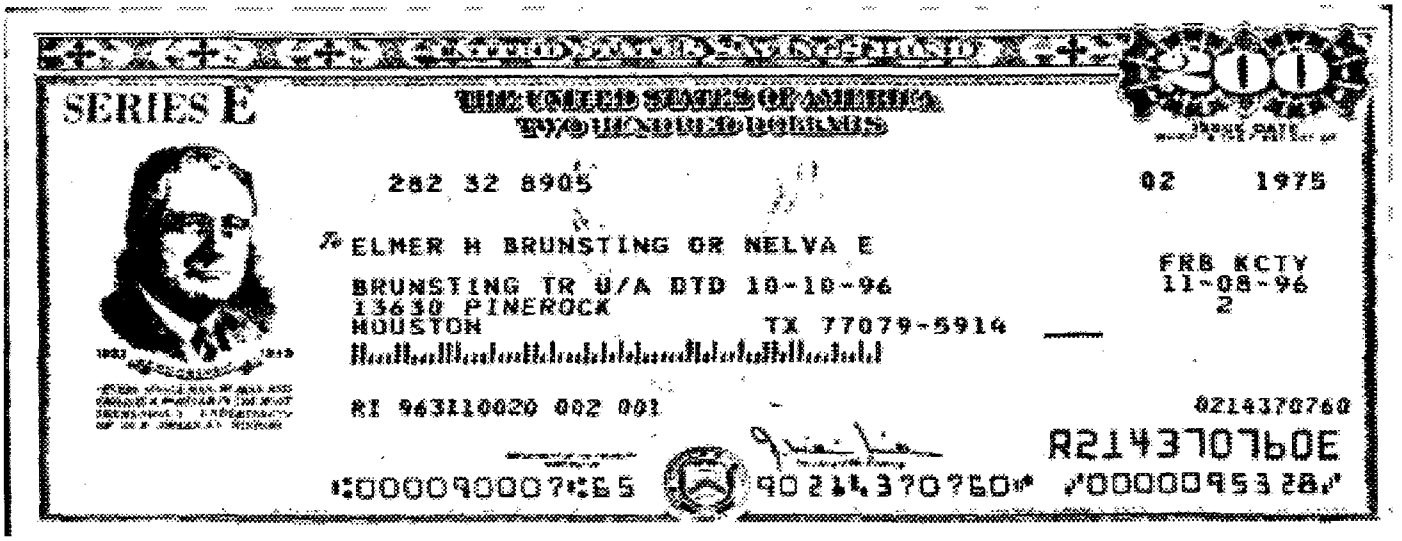


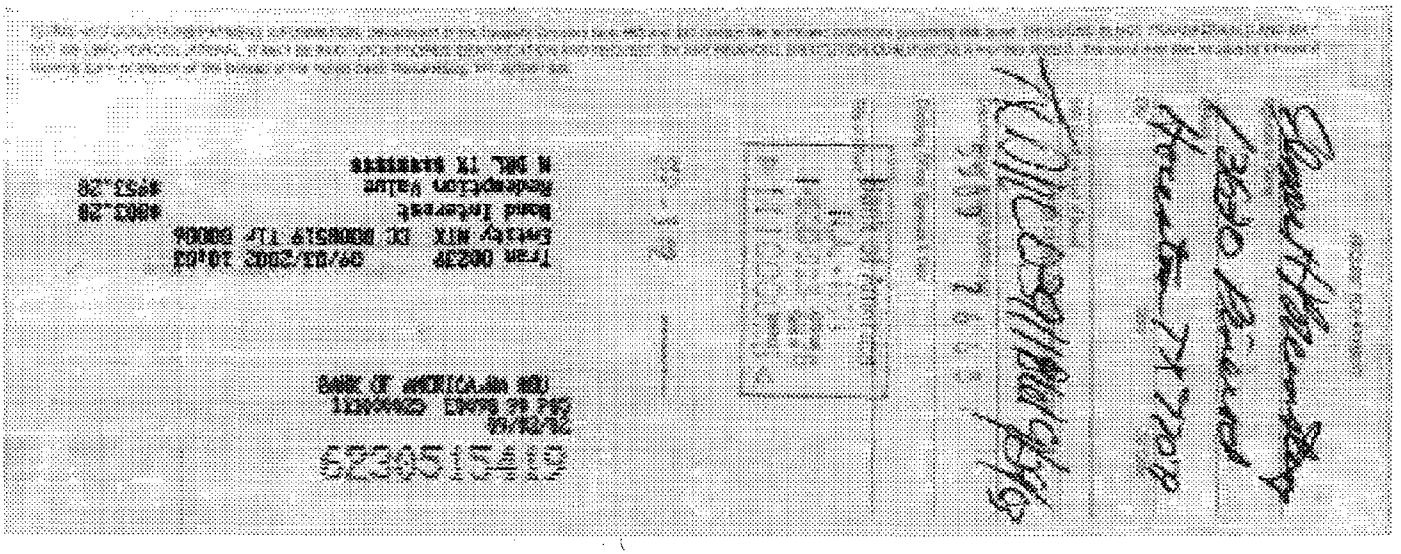


P4974

Bank #: 00009000 Acct #: 06590214370760 Check #:

Amount: $953.28
Account: 06590214370760
Bank Number: 00009000
CD Volume #:
Check Number:

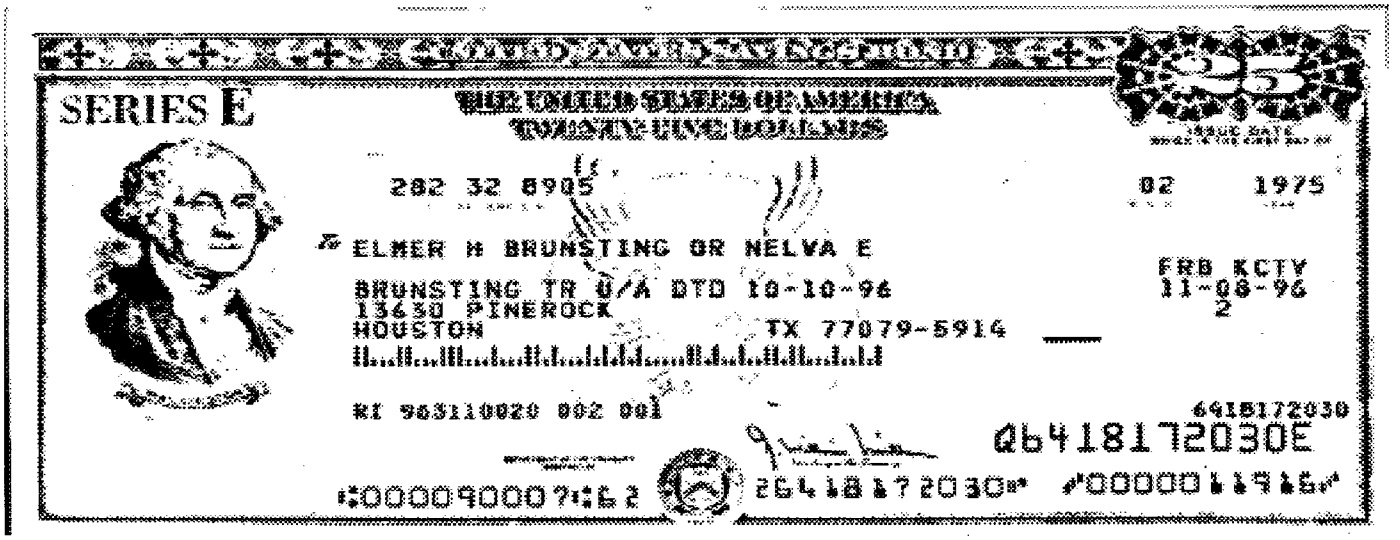


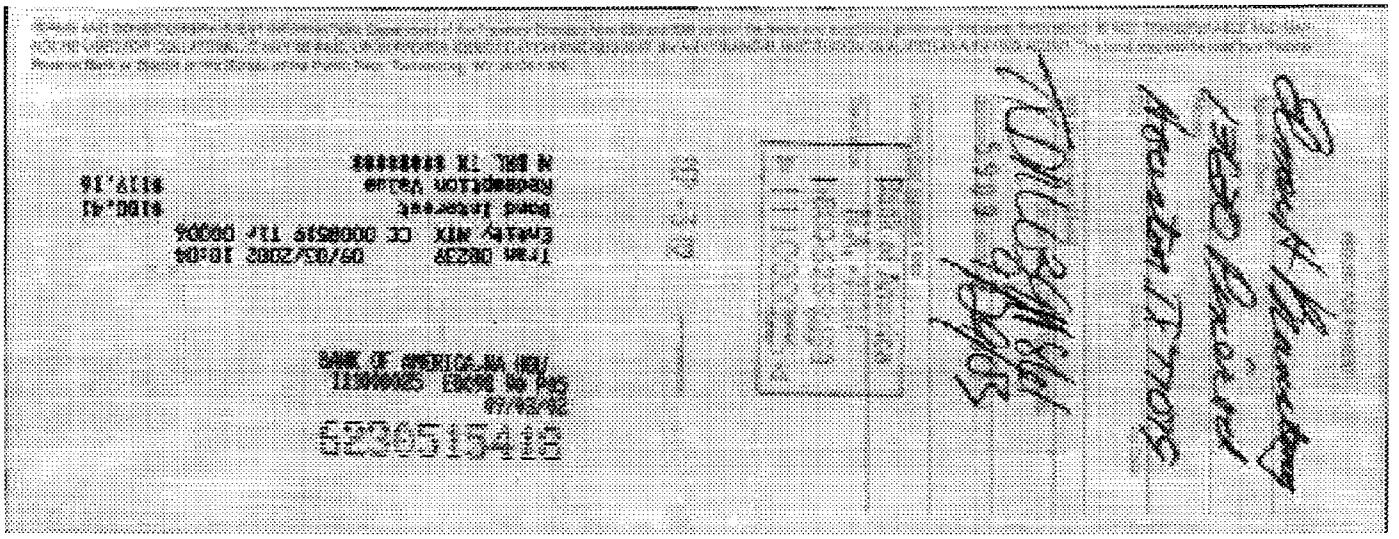


P4975

Bank #: 00009000 Acct #: 06226418172030 Check #:

Amount: $119.16
Account: 06226418172030
Bank Number: 00009000
CD Volume #:
Check Number:

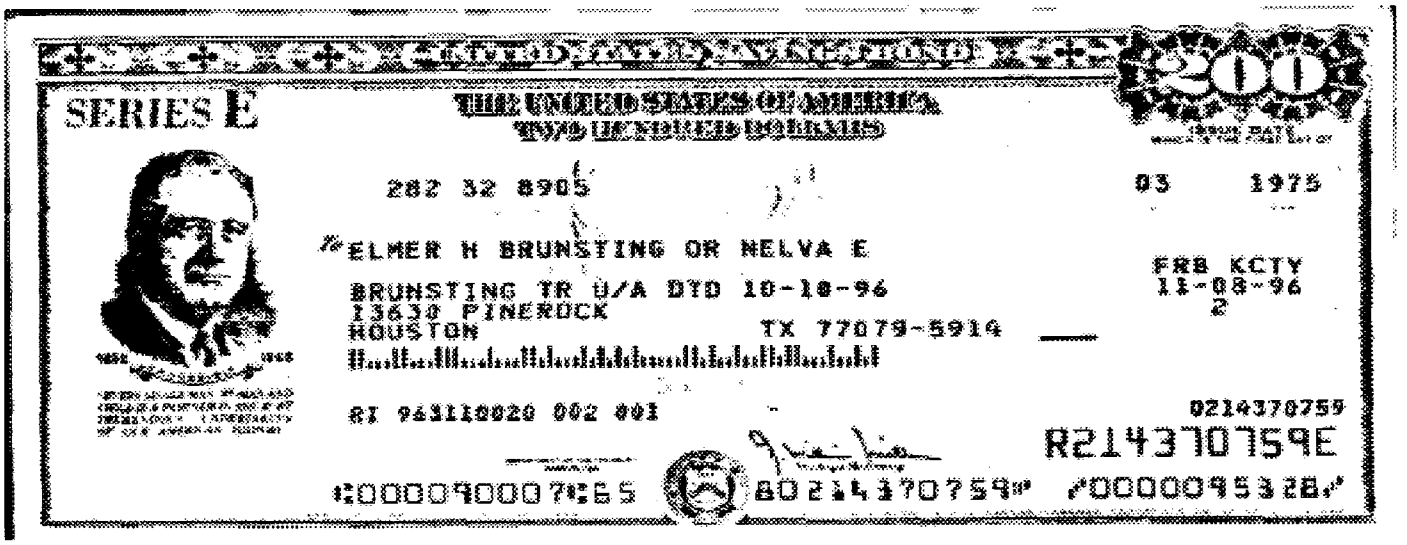


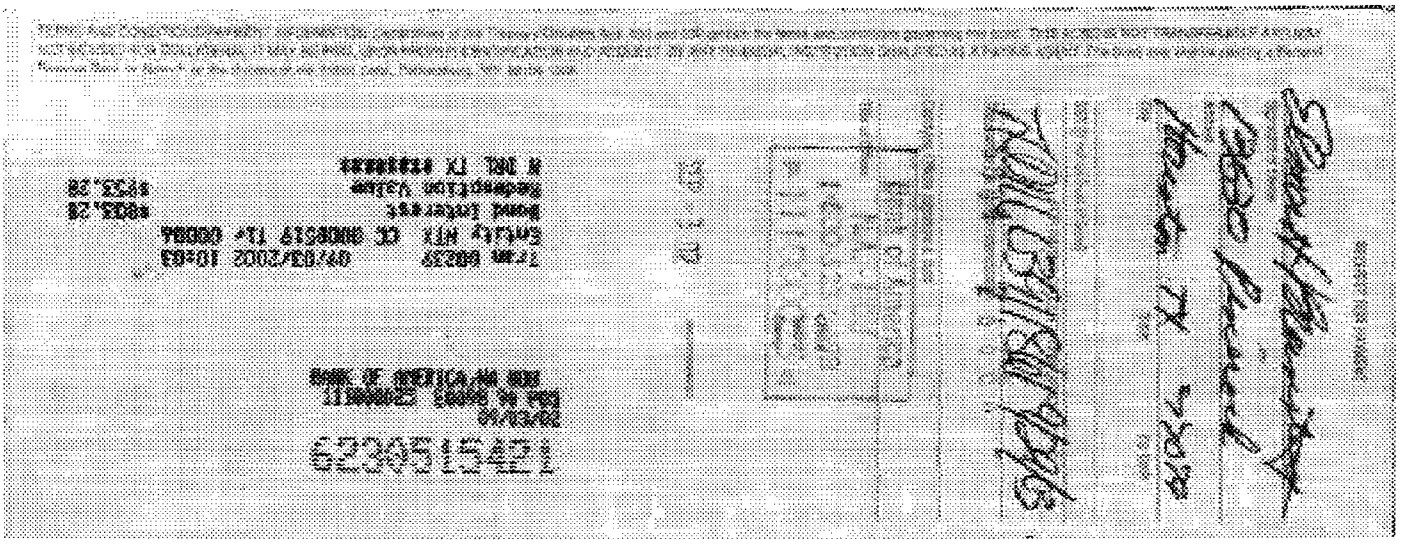


P4976

Bank #: 00009000 Acct #: 06580214370759 Check #:

Amount: $953.28
Account: 06580214370759
Bank Number: 00009000
CD Volume #:
Check Number:

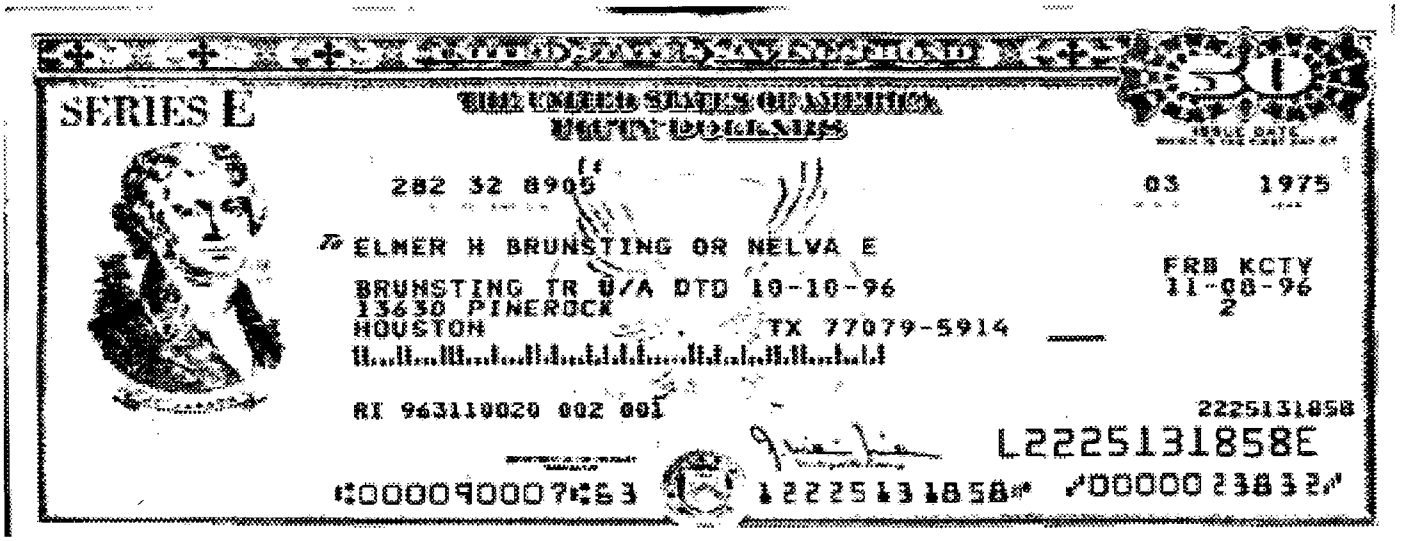


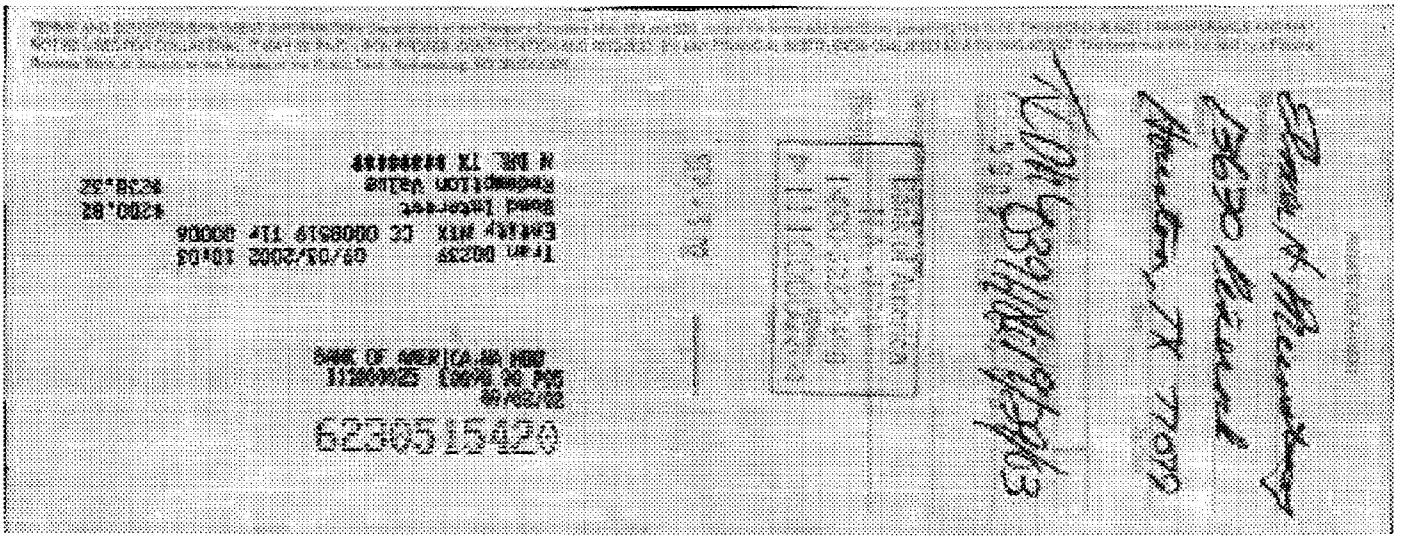


P4977

Bank #: 00009000 Acct #: 06312225131858 Check #:

Amount: $238.32
Account: 06312225131858
Bank Number: 00009000
CD Volume #:
Check Number:

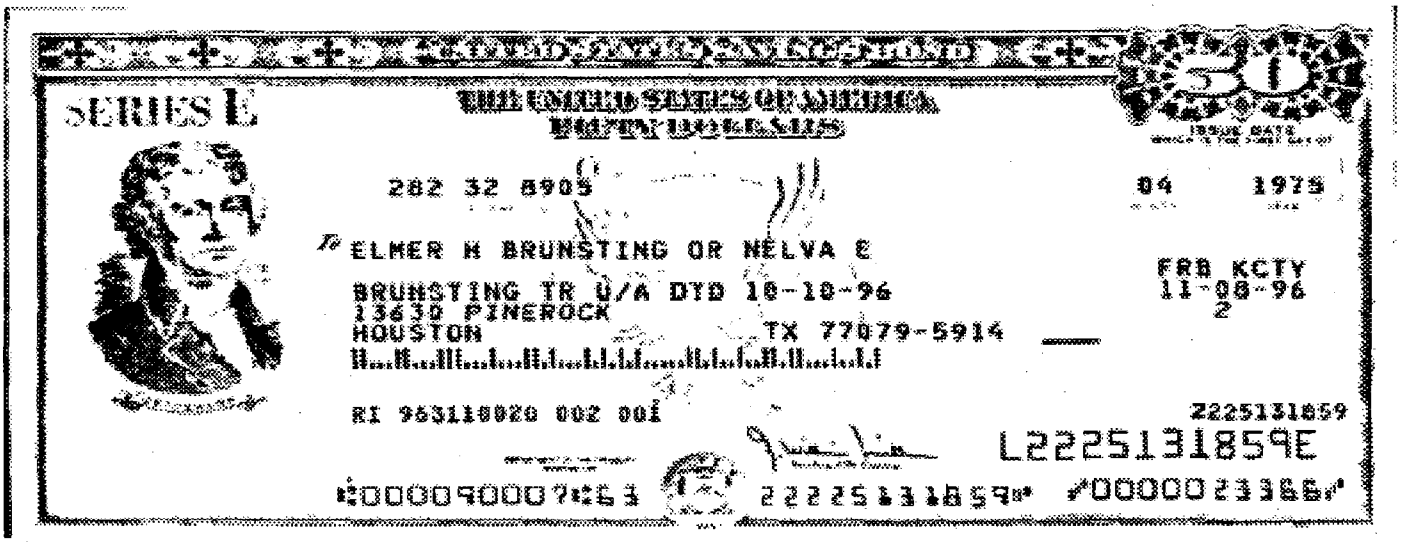


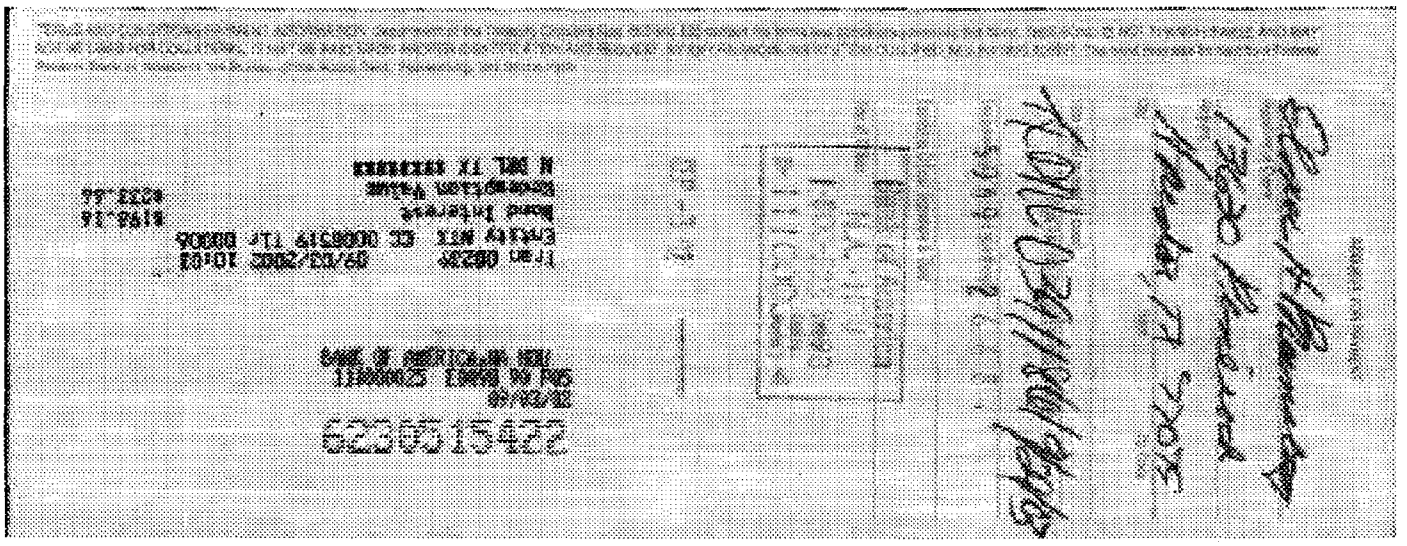


P4978

Bank #: 00009000 Acct #: 06322225131859 Check #:

Amount: $233.66
Account: 06322225131859
Bank Number: 00009000
CD Volume #:
Check Number:

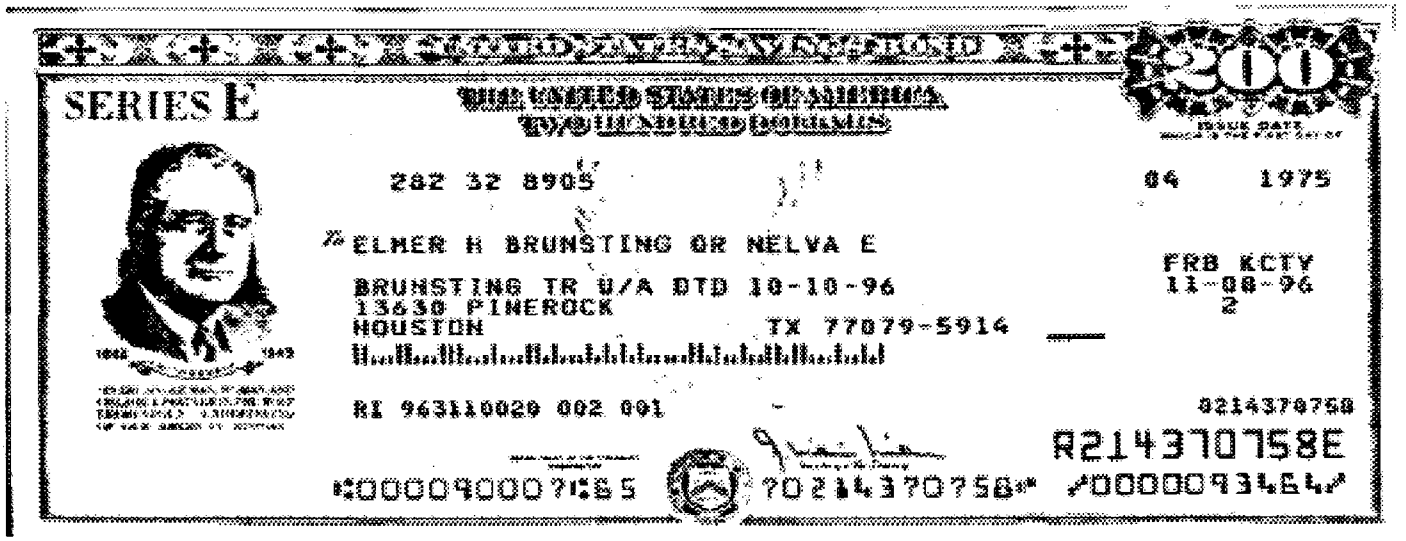


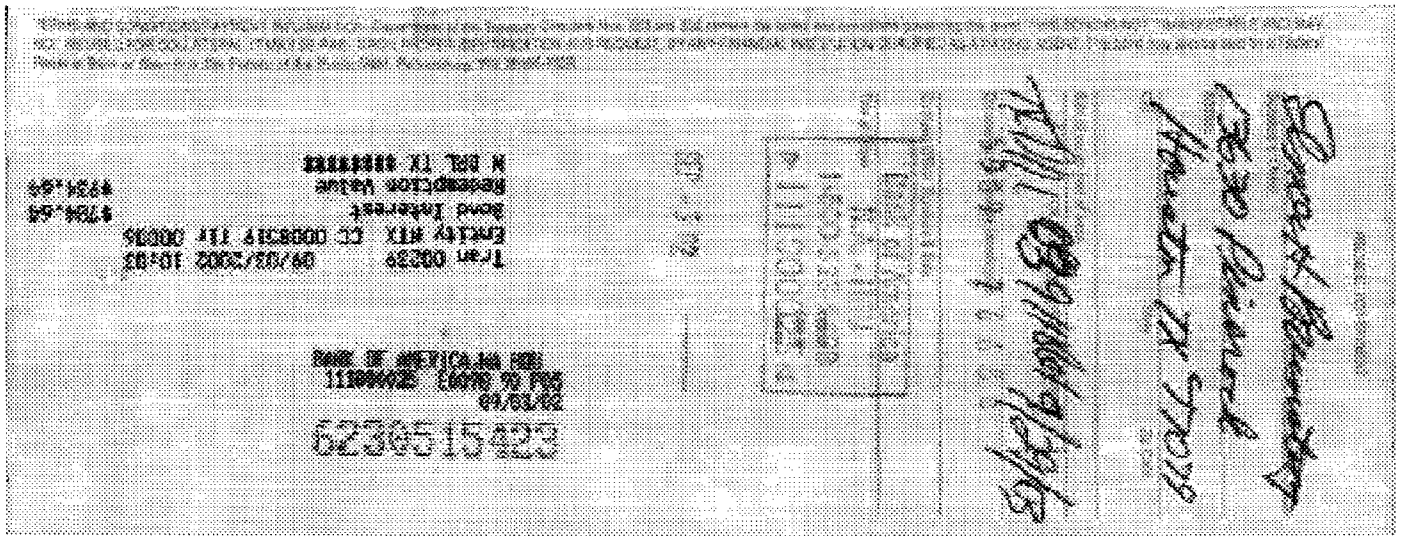


P4979

Bank #: 00009000 Acct #: 06570214370758 Check #:

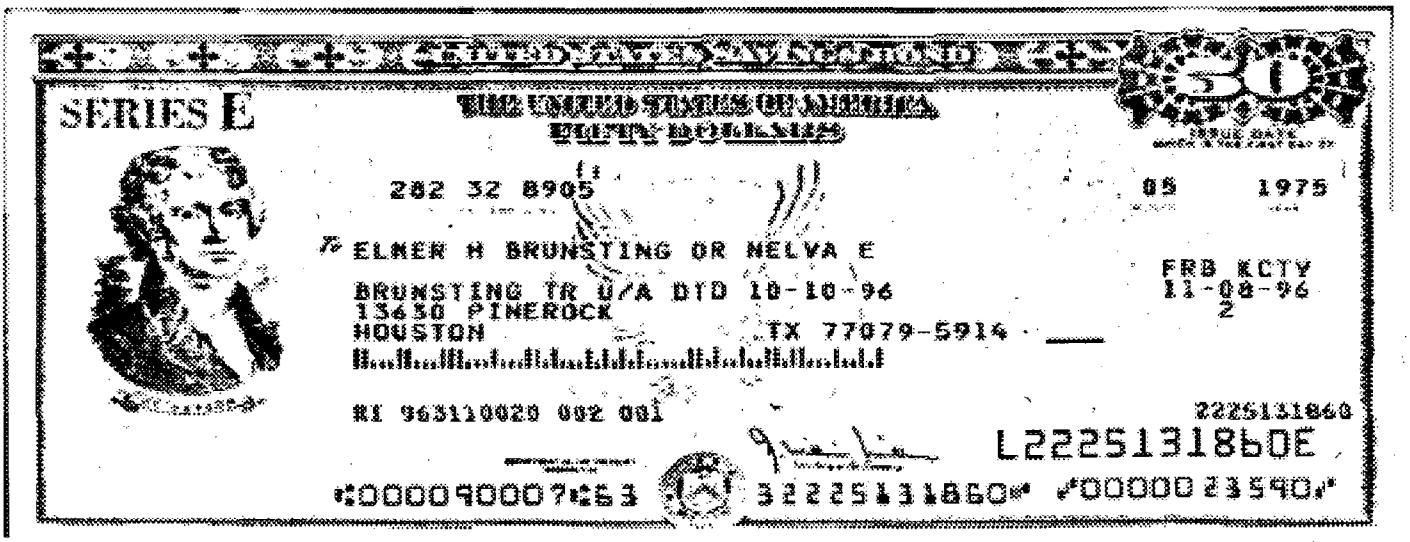
Amount: $934.64
Account: 06570214370758
Bank Number: 00009000
CD Volume #:
Check Number:

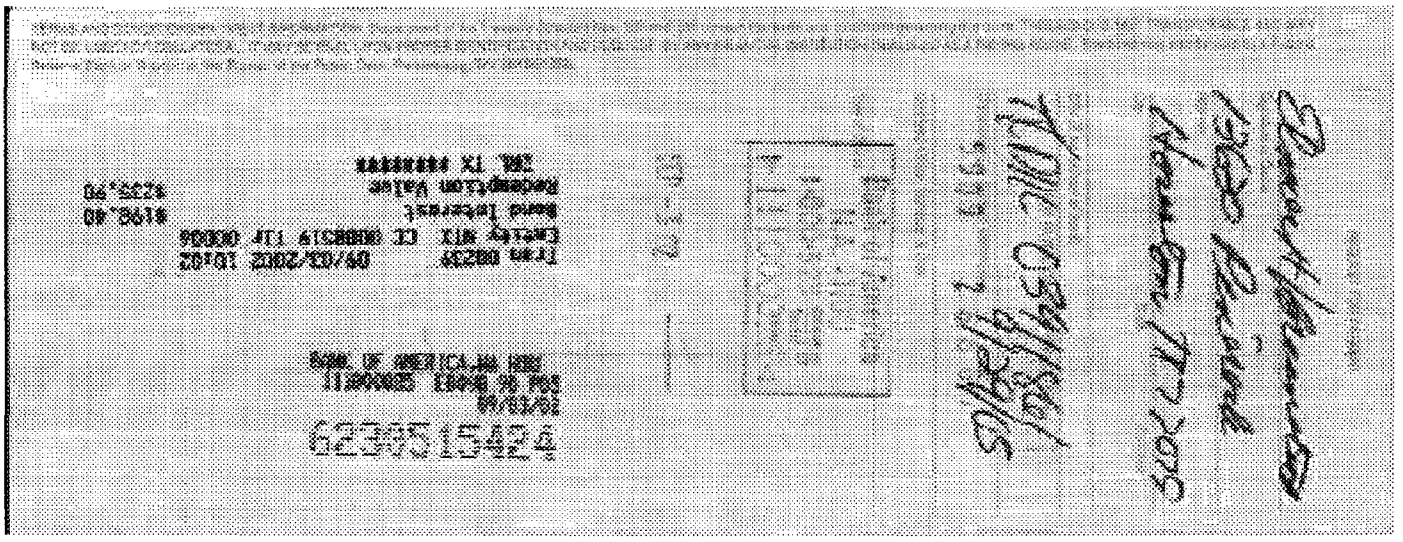




Bank #: 00009000 Acct #: 06332225131860 Check #:

Amount: $235.90
Account: 06332225131860
Bank Number: 00009000
CD Volume #:
Check Number:

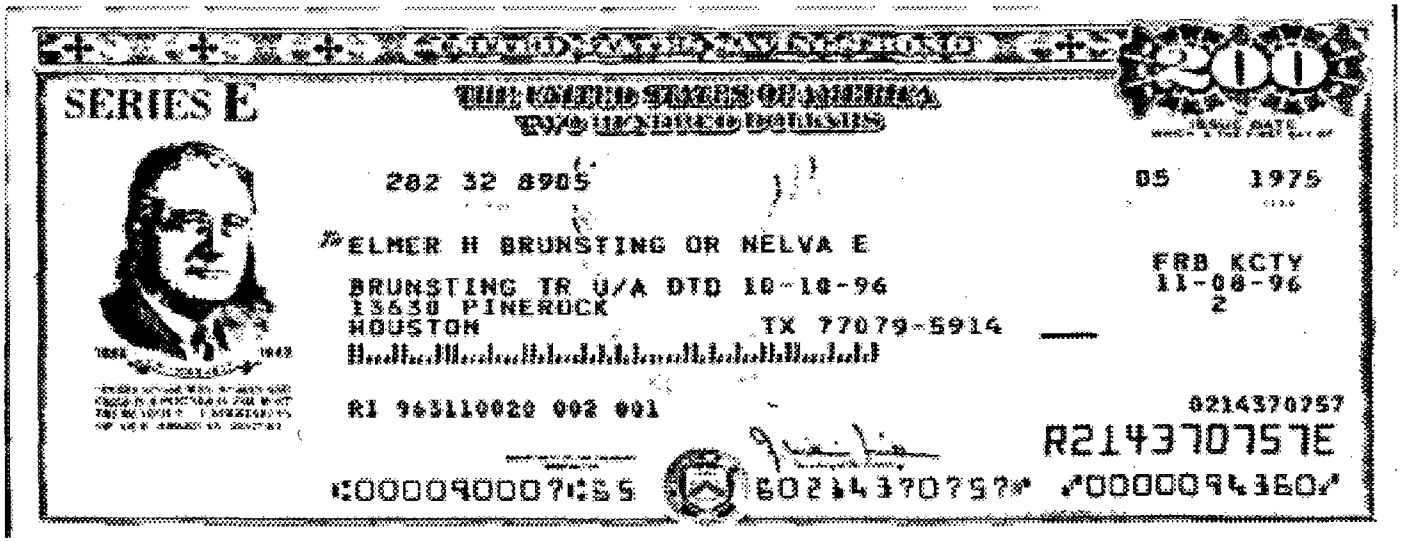


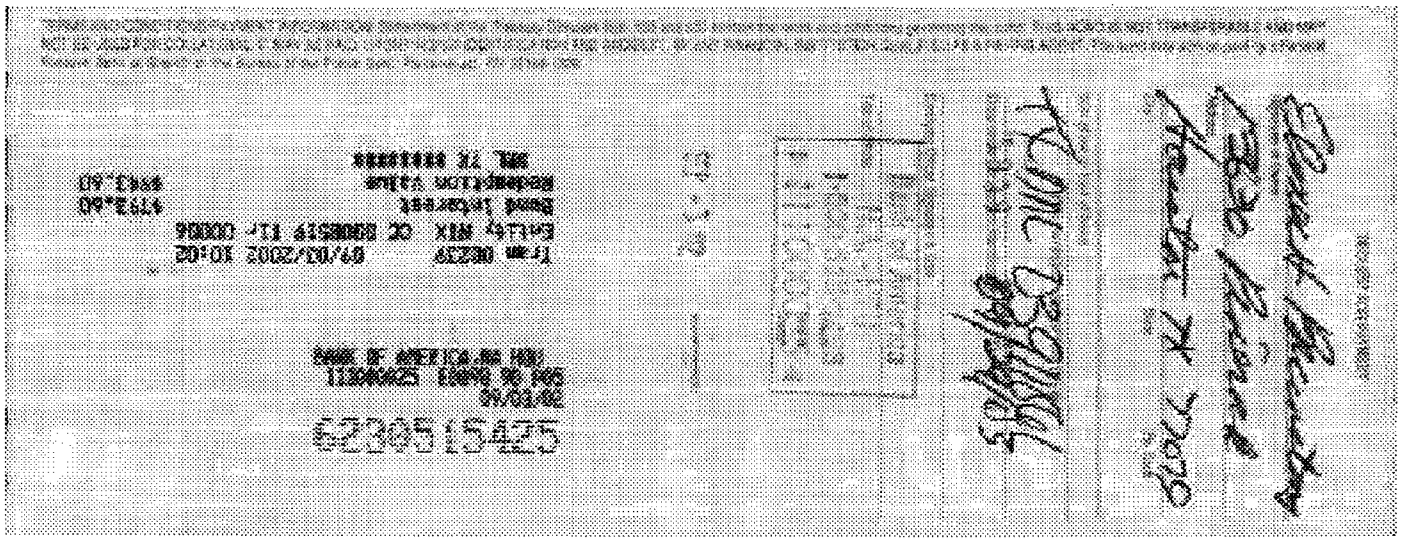


P4981

Bank #: 00009000 Acct #: 06560214370757 Check #:

Amount: $943.60
Account: 06560214370757
Bank Number: 00009000
CD Volume #:
Check Number:

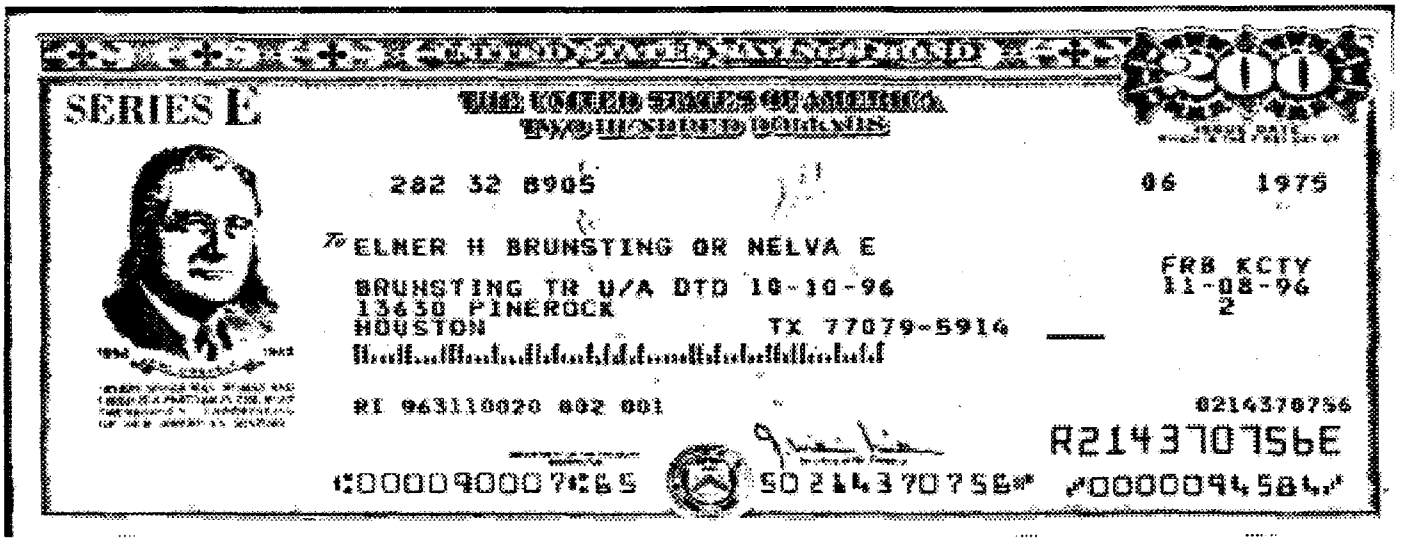


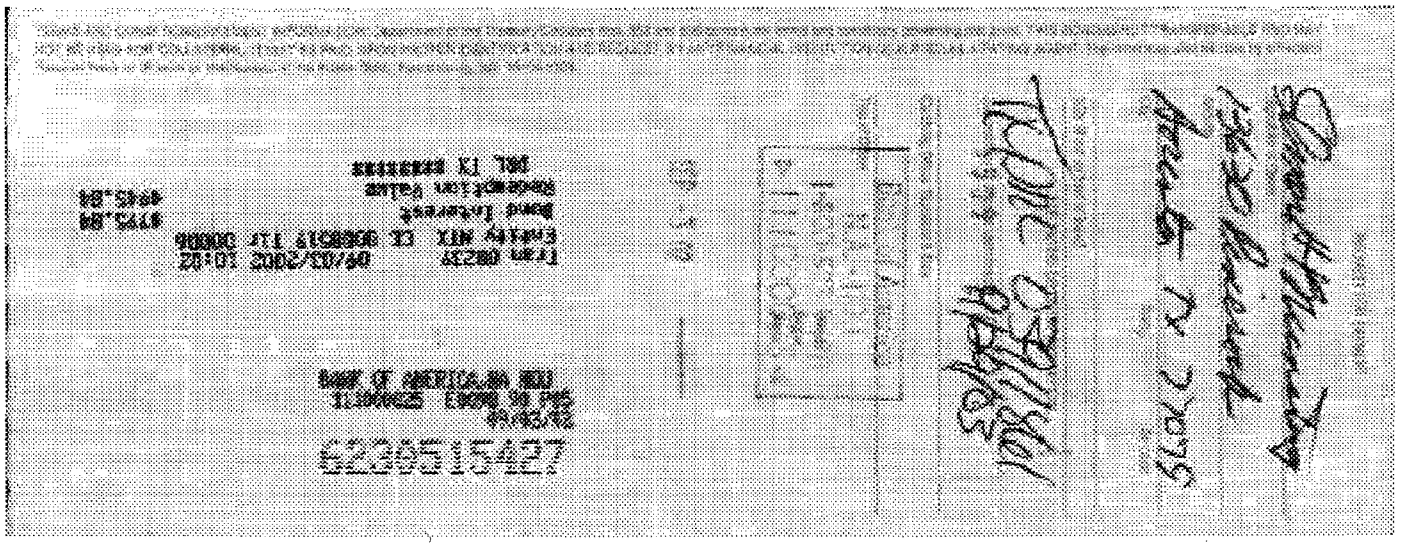


P4982

Bank #: 00009000 Acct #: 06550214370756 Check #:

Amount: $945.84
Account: 06550214370756
Bank Number: 00009000
CD Volume #:
Check Number:

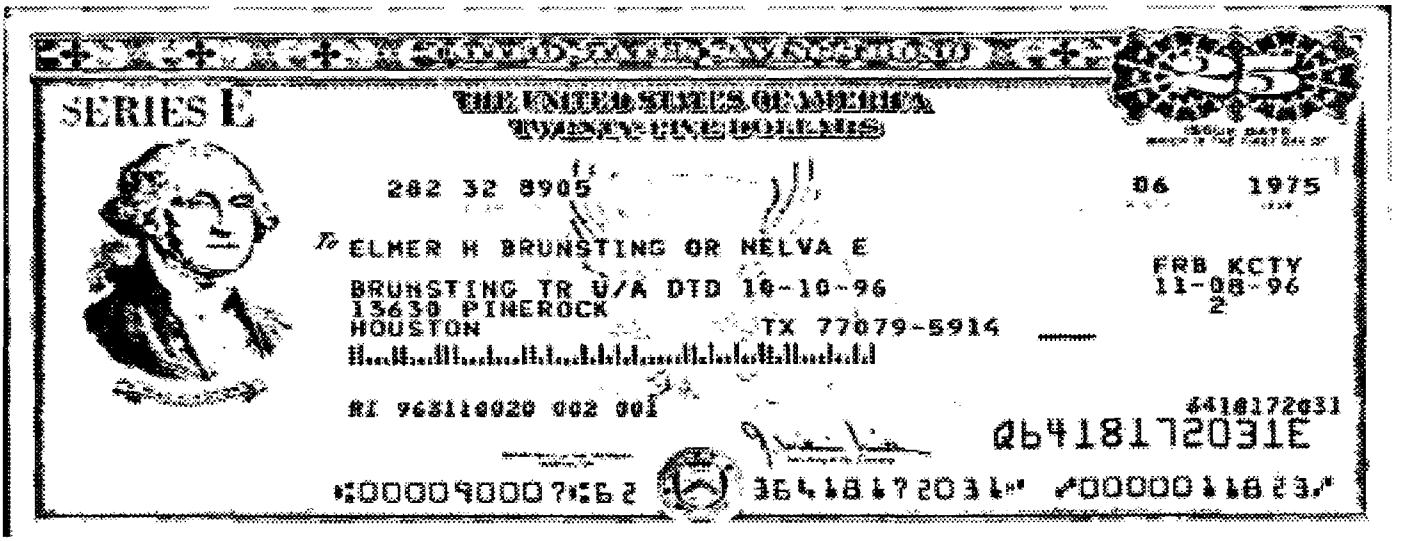


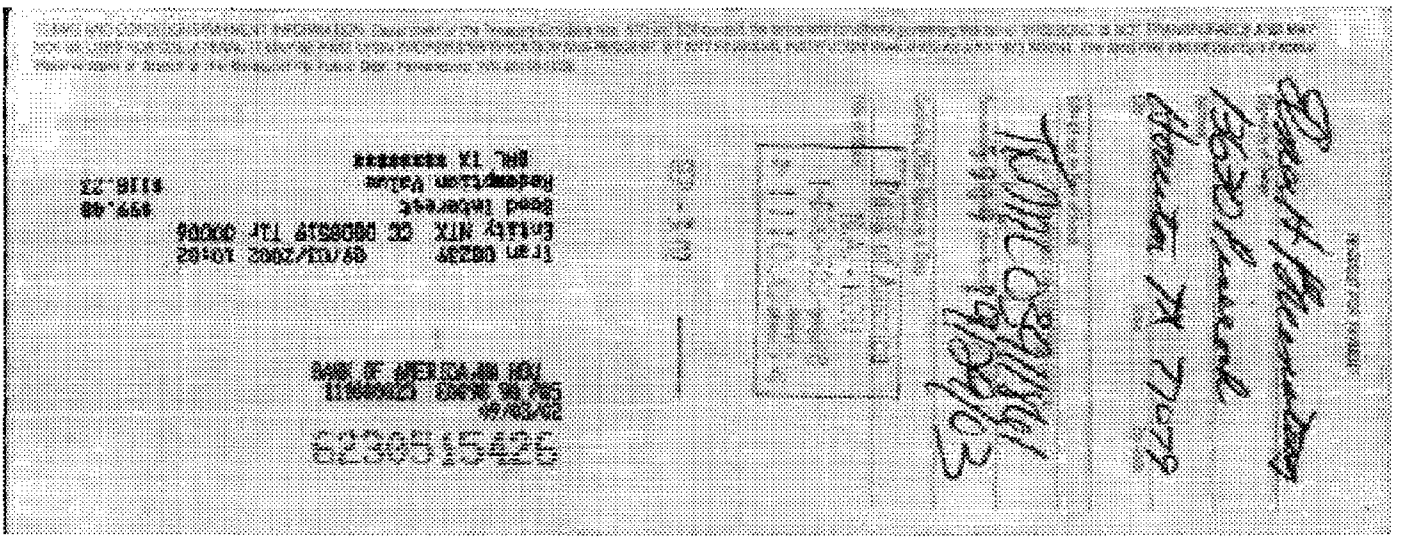


P4983

Bank #: 00009000 Acct #: 06236418172031 Check #:

Amount: $118.23
Account: 06236418172031
Bank Number: 00009000
CD Volume #:
Check Number:





P4984

The Gulf Companies

LAW DEPARTMENT

Robert F. Ochs
COUNSEL

P. O. Box 3725
Houston, TX 77253

2 Houston Center
909 Fannin Street

P4985

IRA – P11 – Primary Spouse
Secondary & Trust

709 – ~~Book~~ ~~felt~~ file form 709
Rpt Tax return – claim each of kids
gotten party premium & claim
operation ~~of~~ keeping tax exempt

Surplus & Trust
Stock – check of kids on this
Car – Survivorship – ownership

SAVINGS - STOCK BONUS PLAN OF
GULF OIL CORPORATION

EMPLOYEE NO: 114162
LOCATION NO: 150
SOC SEC NO: 282-32-8905

AUTHORIZATION FOR SETTLEMENT

IN ACCORDANCE WITH THE PROVISIONS OF THE SAVINGS-STOCK BONUS PLAN, THE SETTLEMENT SHOWN BELOW IS AUTHORIZED TO BE MADE FOR THE ACCOUNT OF E.H. BRUNSTING BY REASON OF REQUEST 12/31/80

NONE OF THIS SETTLEMENT IS TAXABLE.

			COST OF SECURITIES	CASH PAYMENT	TOTAL FUND SETTLEMENT
SAVINGS FUNDS:					
1980 TERM-	28 BONDS	176 UNITS	2,693.75	11.65	2,705.40
STOCK BONUS FUNDS:					
LONG TERM-	SHARES @	$.000			
LONG TERM SAVINGS FUNDS:					
OPTION 1-	SHARES @	$.000			
OPTION 2					
TOTAL SETTLEMENT UNDER ALL FUNDS:					
28 BONDS	SHARES		2,693.75	11.65	2,705.40

CHECK DATE 03/19/81 , NUMBER 167786, PAYEE E. H. BRUNSTING

BENEFITS COMMITTEE

DATE MARCH 19, 1981 BY PHILIP E. LININER

SECRETARY

P4987

Bank of America

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

REDEMPTION YYYY/MO 2001/05 SERIES: 1 - E BONDS 3 - SAVINGS NOTES
2 - EE BONDS 4 = I BONDS

# OF BONDS	SERIES 1,2,3,4	FACE VALUE	ISSUE YYYY/MO	PER BOND REDEMP. VAL	PER BOND INT EARNED	TOTALS REDEMP. VAL	TOTALS INT EARNED
1	1	100	1974/01	456.36	381.36	456.36	381.36

4/29/mo-

2001
1974
27 x 12 = 324

$\frac{456.36}{75} = 6.0848$

$\frac{381.36}{75} = 5.0848$

PAGE TOTAL 456.36 381.36

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

1974 Bonds

16	100	1600
3	200	600
2	25	150
5	25	125
24	75	FACE VALUE

REDEMP. $\frac{456.36}{100} \times 2475 = 11,294.91$

INT. EARNED $\frac{381.36}{100} \times 2475 = 9,438.66$

9,438.66
1856.25

INVESTMENT = 2475 X .75 = 1856.25

Total Interest = 9,438.66 X .28 = 2642.82 INT

Jan 74 27yrs 324mo.
Jan 01

11,294.91 = 76.60% of Total
2642.82
8,652.09 net

$\frac{20,000}{8,652.09} = 2.3$ yrs

MEMORIAL HOSPITAL

P4988

BRUNSTING001021

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	E	75.00	1976 / 01	358.98	302.73
2	E	75.00	1976 / 02	358.98	302.73
3	E	75.00	1976 / 03	358.98	302.73
4	E	75.00	1976 / 04	358.98	302.73
5	E	75.00	1976 / 05	362.40	306.15
6	E	75.00	1976 / 06	363.21	306.96
7	E	75.00	1976 / 07	356.01	299.76
8	E	75.00	1976 / 09	356.01	299.76

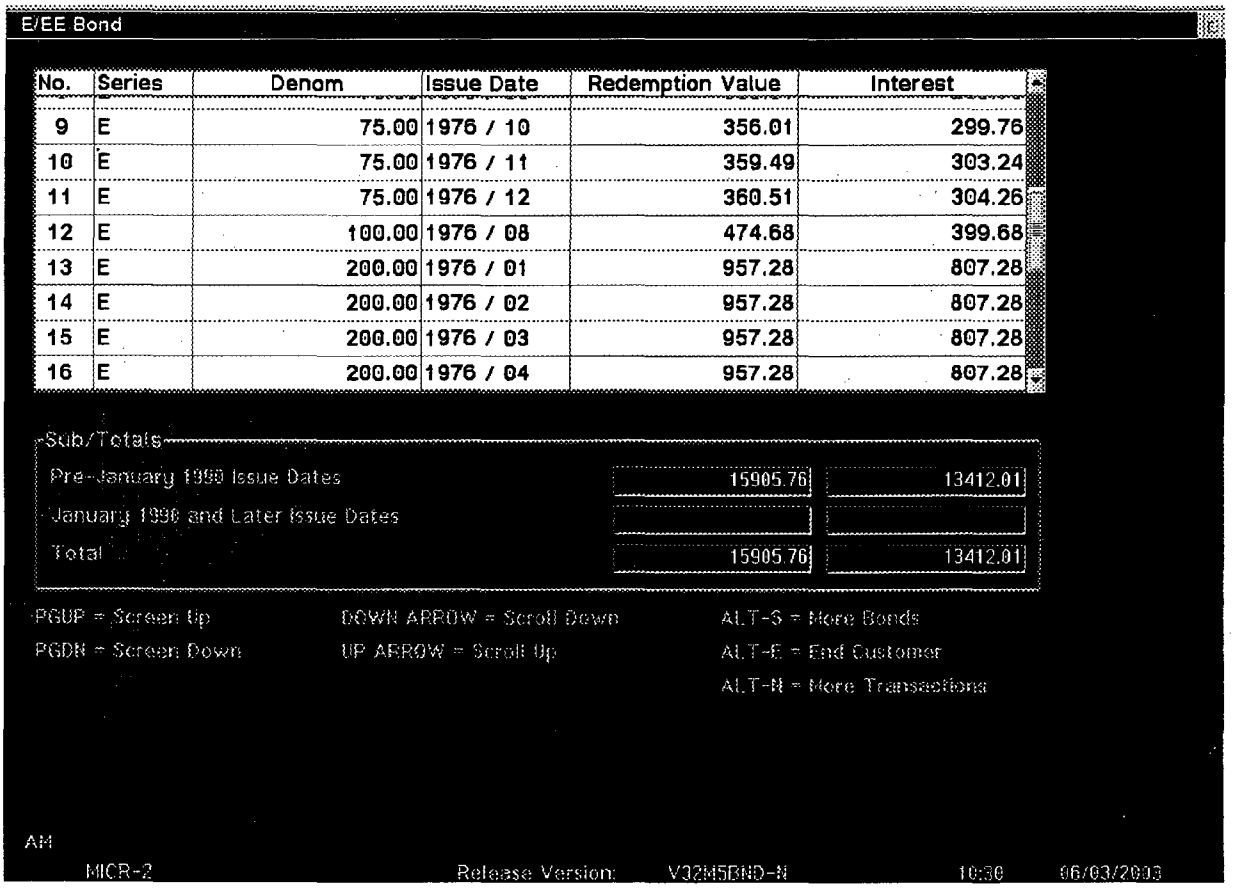
Sub/Totals

Pre-January 1990 Issue Dates	15905.76	13412.01
January 1990 and Later Issue Dates		
Total	15905.76	13412.01

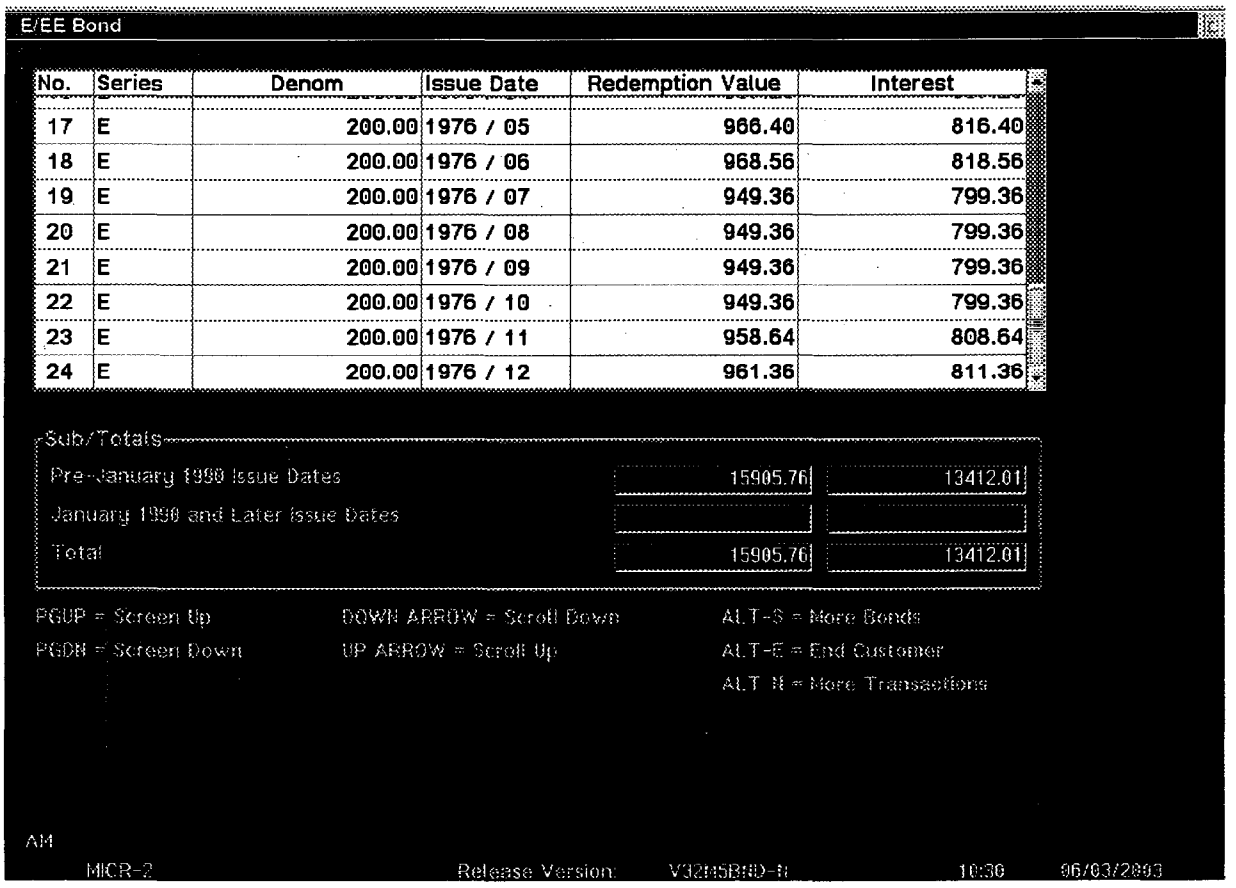
PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-S = More Bonds
ALT-E = End Customer
ALT-N = More Transactions

AM
MICR-2 Release Version: V32R5BND-N 10:30 06/03/2003

P4989


E/EE Bond
No. Series Denom Issue Date Redemption Value Interest
9 E 75.00 1976 / 10 356.01 299.76
10 E 75.00 1976 / 11 359.49 303.24
11 E 75.00 1976 / 12 360.51 304.26
12 E 100.00 1976 / 08 474.68 399.68
13 E 200.00 1976 / 01 957.28 807.28
14 E 200.00 1976 / 02 957.28 807.28
15 E 200.00 1976 / 03 957.28 807.28
16 E 200.00 1976 / 04 957.28 807.28
Sub/Totals
Pre-January 1996 Issue Dates 15905.76 13412.01
January 1996 and Later Issue Dates
Total 15905.76 13412.01
PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-G = More Bonds
ALT-E = End Customer
ALT-N = More Transactions
AM
MICR-2
Release Version: V32M5BND-N
10:56
06/03/2003

P4990


E/EE Bond
No. Series Denom Issue Date Redemption Value Interest
17 E 200.00 1976 / 05 966.40 816.40
18 E 200.00 1976 / 06 968.56 818.56
19 E 200.00 1976 / 07 949.36 799.36
20 E 200.00 1976 / 08 949.36 799.36
21 E 200.00 1976 / 09 949.36 799.36
22 E 200.00 1976 / 10 949.36 799.36
23 E 200.00 1976 / 11 958.64 808.64
24 E 200.00 1976 / 12 961.36 811.36
Sub/Totals
Pre-January 1998 Issue Dates 15905.76 13412.01
January 1998 and Later Issue Dates
Total 15905.76 13412.01
PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-S = More Bonds
ALT-E = End Customer
ALT-N = More Transactions
AM
MICR-2
Release Version:
10:30
96/03/2003

P4991

Bank of America
embracing ingenuity

USA

Official Sponsor 2002-2004 U.S. Olympic Teams

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

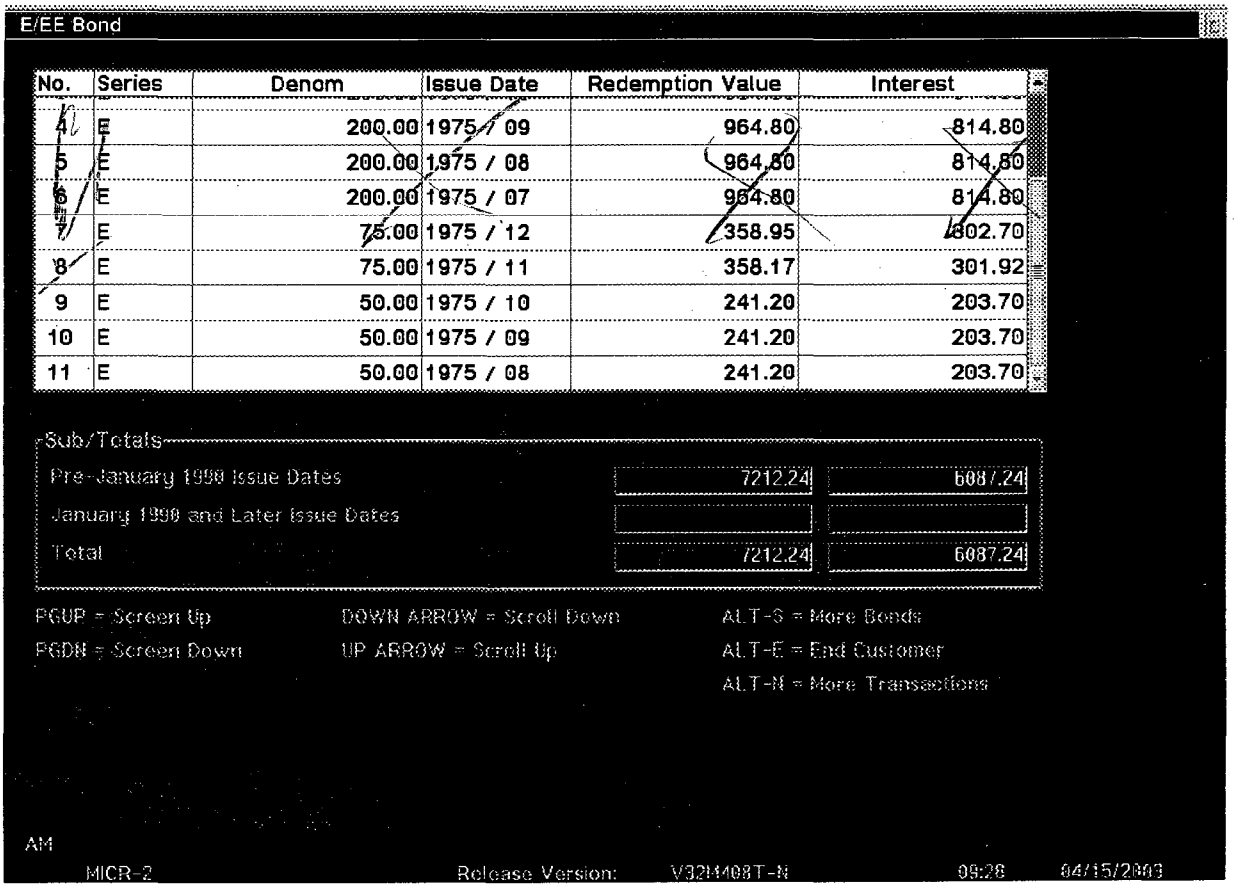
Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com

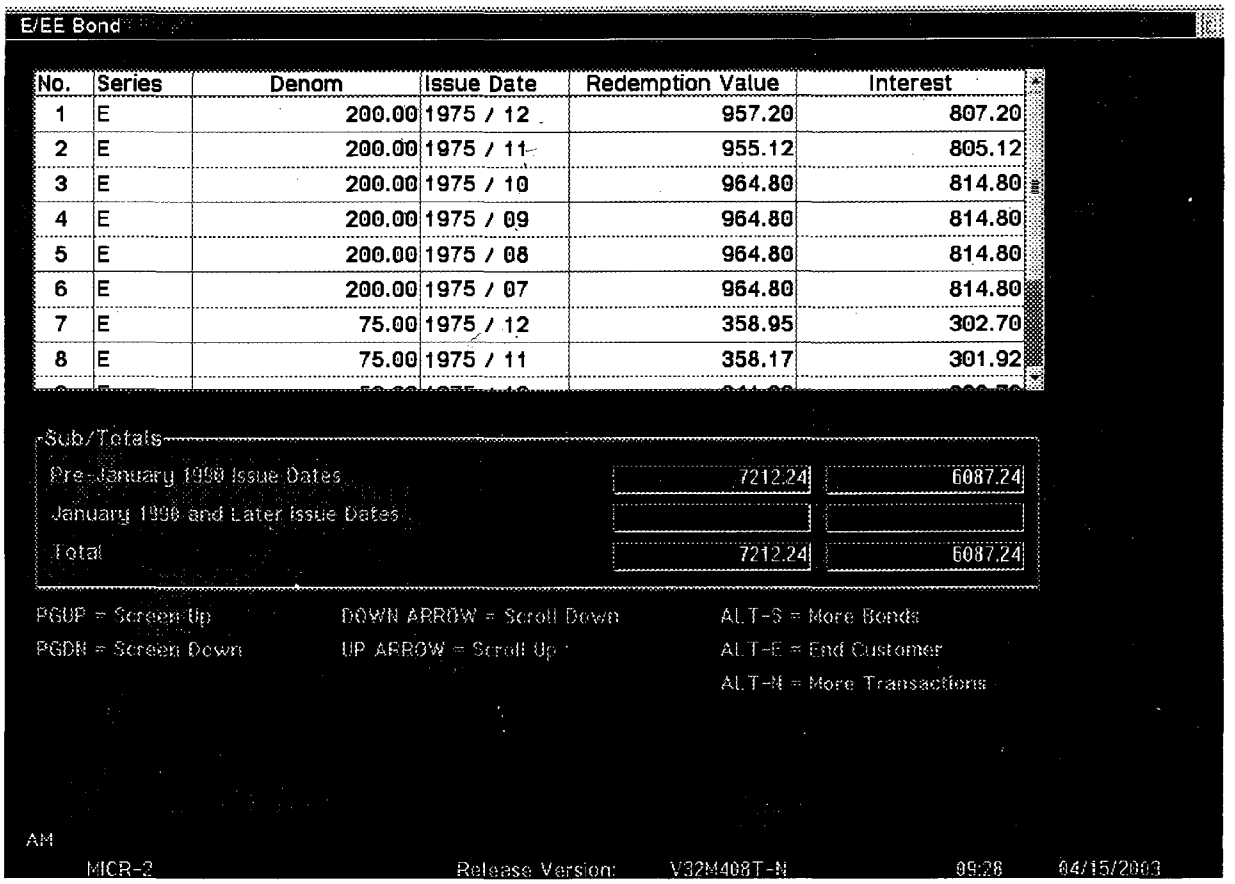
Tran 00031D 04/15/2003 09:31
Entity NTX CC 0008519 TL [illegible]
Account 008519001143
R/T# 540740134
Deposit $7,212.24
N WGL

95-14,2005BI 06-2002

P4992


E/EE Bond
No. Series Denom Issue Date Redemption Value Interest
4 E 200.00 1975 / 09 964.80 814.80
5 E 200.00 1975 / 08 964.80 814.80
6 E 200.00 1975 / 07 964.80 814.80
7 E 75.00 1975 / 12 358.95 302.70
8 E 75.00 1975 / 11 358.17 301.92
9 E 50.00 1975 / 10 241.20 203.70
10 E 50.00 1975 / 09 241.20 203.70
11 E 50.00 1975 / 08 241.20 203.70
Sub/Totals
Pre-January 1998 Issue Dates 7212.24 6087.24
January 1998 and Later Issue Dates
Total 7212.24 6087.24
PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-S = More Bonds
ALT-E = End Customer
ALT-N = More Transactions
AM
MICR-2
Release Version: V32H408T-N
09:28
04/15/2003

P4993


E/EE Bond
No. Series Denom Issue Date Redemption Value Interest
1 E 200.00 1975 / 12 957.20 807.20
2 E 200.00 1975 / 11 955.12 805.12
3 E 200.00 1975 / 10 964.80 814.80
4 E 200.00 1975 / 09 964.80 814.80
5 E 200.00 1975 / 08 964.80 814.80
6 E 200.00 1975 / 07 964.80 814.80
7 E 75.00 1975 / 12 358.95 302.70
8 E 75.00 1975 / 11 358.17 301.92
Sub/Totals
Pre-January 1998 Issue Dates 7212.24 6087.24
January 1998 and Later Issue Dates
Total 7212.24 6087.24
PGUP = Screen Up
PGDN = Screen Down
DOWN ARROW = Scroll Down
UP ARROW = Scroll Up
ALT-S = More Bonds
ALT-E = End Customer
ALT-N = More Transactions
AM
MICR-2
Release Version: V32M408T-N
09:26
04/15/2003

P4994

Interest Paid every 6 mo. So turn in on Anniversary or 6 mo later.

INTEREST RATES FOR SERIES HH AND H SAVINGS BONDS
(Table good for March 1997 only)

Issue Date	Original Maturity Period	Interest Through Current Maturity Period[1]	Date Next Extended Maturity Period Begins	Life of Bond
SERIES HH				
Mar. 1993-Mar. 1997	10 yrs.	4.0	Mar. 2003-Mar. 2007	20 yrs.
Apr. 1987-Feb. 1993	10 yrs.	6.0	Apr. 1997-Feb. 2003	20 yrs.
Mar. 1983-Mar. 1987	10 yrs.	4.0	[2]	20 yrs.
Jan. 1980-Feb. 1983	10 yrs.	6.0	[2]	20 yrs.
SERIES H				
Apr. 1977-Dec. 1979	10 yrs.	6.0	Apr. 1997-Dec. 1999	30 yrs.
Mar. 1973-Mar. 1977	10 yrs.	4.0	[2]	30 yrs.
Apr. 1967-Feb. 1973	10 yrs.	6.0	[2]	30 yrs.
Feb. 1957-Mar. 1967		Bonds reached final maturity at		30 yrs.
June 1952-Jan. 1957	9 yrs,8mos.	Bonds reached final maturity at		29 yrs,8mos.

[1] Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% rate.

[2] Bonds issued during this period are in their last extended maturity period.

P4995

GUARANTEED MINIMUM RATES FOR SERIES EE AND E SAVINGS BONDS AND U.S. SAVINGS NOTES ISSUED BEFORE MAY 1, 1995[1]

(Table good for March 1997 only)

Issue Date	Original Maturity Period	Guaranteed Through Current Maturity Period[2]	Date Next Extended Maturity Period Begins	Life of Bond
SERIES EE				
Mar. 1993-Apr. 1995	18 yrs.	4.0	Mar. 2011-Apr. 2013	30 yrs.
Nov. 1986-Feb. 1993	12 yrs.	6.0	Nov. 1998-Feb. 2005	30 yrs.
Mar. 1983-Oct. 1986	10 yrs.	4.0	Mar. 2003-Oct. 2006	30 yrs.
Nov. 1982-Feb. 1983	10 yrs.	6.0	Nov. 2002-Feb. 2003	30 yrs.
May 1981-Oct. 1982	8 yrs.	6.0	May 1999-Oct. 2000	30 yrs.
Nov. 1980-Apr. 1981	9 yrs.	6.0	Nov. 1999-Apr. 2000	30 yrs.
Jan. 1980-Oct. 1980	11 yrs.	6.0	Jan. 2001-Oct. 2001	30 yrs.
SERIES E				
Mar. 1978-June 1980	5 yrs.	4.0	Mar. 2003-June 2005	30 yrs.
Dec. 1973-Feb. 1978	5 yrs.	6.0	Dec. 1998-Feb. 2003	30 yrs.
June 1971-Nov. 1973	5 yrs.10 mos.	6.0	Apr. 1997-Sep. 1999	30 yrs.
June 1969-May 1971	5 yrs.10 mos.	4.0	[3]	30 yrs.
Apr. 1967-May 1969	7 yrs.	4.0	[3]	30 yrs.
Dec. 1965-Mar. 1967		Bonds reached final maturity at		30 yrs.
June 1965-Nov. 1965	7 yrs. 9 mos.	4.0	Mar. 2003-Aug. 2003	40 yrs.
July 1959-May 1965	7 yrs. 9 mos.	6.0	Apr. 1997-Feb. 2003	40 yrs.
June 1959-June 1959	7 yrs. 9 mos.	4.0	[3]	40 yrs.
May 1958-May 1959	8 yrs.11 mos.	6.0	Apr. 1997-Apr. 1998	40 yrs.
Apr. 1957-Apr. 1958	8 yrs.11 mos.	4.0	[3]	40 yrs.
May 1941-Mar. 1957		Bonds reached final maturity at		40 yrs.
SAVINGS NOTES				
Sep. 1968-Oct. 1970	4 yrs. 6 mos.	4.0	[3]	30 yrs.
May 1967-Aug. 1968	4 yrs. 6 mos.	6.0	[3]	30 yrs.

[1] Bonds issued on or after May 1, 1995 earn interest under a market-based structure.

[2] Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a guaranteed minimum rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% minimum rate. Investors should remember that this table shows minimum rates only. Actual bond yields may be different because bonds earn market-based rates.

[3] Bonds issued during this period are in their last extended maturity period.

P4996

INTEREST RATES FOR SERIES HH AND H SAVINGS BONDS
(Table good for April 1997 only)

Issue Date	Original Maturity Period	Interest Through Current Maturity Period[1]	Date Next Extended Maturity Period Begins	Life of Bond
SERIES HH				
Mar. 1993-Apr. 1997	10 yrs.	4.0	Mar. 2003-Apr. 2007	20 yrs.
May 1987-Feb. 1993	10 yrs.	6.0	May 1997-Feb. 2003	20 yrs.
Mar. 1983-Apr. 1987	10 yrs.	4.0	[2]	20 yrs.
Jan. 1980-Feb. 1983	10 yrs.	6.0	[2]	20 yrs.
SERIES H				
May 1977-Dec. 1979	10 yrs.	6.0	May 1997-Dec. 1999	30 yrs.
Mar. 1973-Apr. 1977	10 yrs.	4.0	[2]	30 yrs.
May 1967-Feb. 1973	10 yrs.	6.0	[2]	30 yrs.
Feb. 1957-Apr. 1967		Bonds reached final maturity at		30 yrs.
June 1952-Jan. 1957	9 yrs, 8mos.	Bonds reached final maturity at		29 yrs, 8mos.

[1] Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% rate.

[2] Bonds issued during this period are in their last extended maturity period.

P4997

GUARANTEED MINIMUM RATES FOR SERIES EE AND E SAVINGS BONDS AND U.S. SAVINGS NOTES ISSUED BEFORE MAY 1, 1995[1]

(Table good for April 1997 only)

Issue Date	Original Maturity Period	Guaranteed Through Current Maturity Period[2]	Date Next Extended Maturity Period Begins	Life of Bond
SERIES EE				
Mar. 1993-Apr. 1995	18 yrs.	4.0	Mar. 2011-Apr. 2013	30 yrs.
Nov. 1986-Feb. 1993	12 yrs.	6.0	Nov. 1998-Feb. 2005	30 yrs.
Mar. 1983-Oct. 1986	10 yrs.	4.0	Mar. 2003-Oct. 2006	30 yrs.
Nov. 1982-Feb. 1983	10 yrs.	6.0	Nov. 2002-Feb. 2003	30 yrs.
May 1981-Oct. 1982	8 yrs.	6.0	May 1999-Oct. 2000	30 yrs.
Nov. 1980-Apr. 1981	9 yrs.	6.0	Nov. 1999-Apr. 2000	30 yrs.
Jan. 1980-Oct. 1980	11 yrs.	6.0	Jan. 2001-Oct. 2001	30 yrs.
SERIES E				
Mar. 1978-June 1980	5 yrs.	4.0	Mar. 2003-June 2005	30 yrs.
Dec. 1973-Feb. 1978	5 yrs.	6.0	Dec. 1998-Feb. 2003	30 yrs.
July 1971-Nov. 1973	5 yrs.10 mos.	6.0	May 1997-Sep. 1999	30 yrs.
June 1969-June 1971	5 yrs.10 mos.	4.0	[3]	30 yrs.
May 1967-May 1969	7 yrs.	4.0	[3]	30 yrs.
Dec. 1965-Apr. 1967		Bonds reached final maturity at		30 yrs.
June 1965-Nov. 1965	7 yrs. 9 mos.	4.0	Mar. 2003-Aug. 2003	40 yrs.
Aug. 1959-May 1965	7 yrs. 9 mos.	6.0	May 1997-Feb. 2003	40 yrs.
June 1959-July 1959	7 yrs. 9 mos.	4.0	[3]	40 yrs.
June 1958-May 1959	8 yrs.11 mos.	6.0	May 1997-Apr. 1998	40 yrs.
May 1957-May 1958	8 yrs.11 mos.	4.0	[3]	40 yrs.
May 1941-Apr. 1957		Bonds reached final maturity at		40 yrs.
SAVINGS NOTES				
Sep. 1968-Oct. 1970	4 yrs. 6 mos.	4.0	[3]	30 yrs.
May 1967-Aug. 1968	4 yrs. 6 mos.	6.0	[3]	30 yrs.

[1] Bonds issued on or after May 1, 1995 earn interest under a market-based structure.

[2] Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a guaranteed minimum rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% minimum rate. Investors should remember that this table shows minimum rates only. Actual bond yields may be different because bonds earn market-based rates.

[3] Bonds issued during this period are in their last extended maturity period.

P4998

Minneapolis Minn.
1-800-553-2663

Toll free number for Federal Reserve Bank in K.C. ~~1-800-333-2919~~.

United States Savings Bonds on hand:-

Series E - 1977 - all months - Expire 2007
$25-100-200 denomination

Series EE - 1978 - January - one $100 — Cashed www Treas Direct.
one $200 - Expire 2008

Series HH - 1988 - Nov. only $1000 - 2 bonds - Expire 2008 ?

Series EE - 1981-From February to Dec. Expire 2011
All denominations

Series EE - 1982 - all months - up to $200 - Expire 2012

Series EE - 1983 -January through July - Expire - 2013

KLM
1-800-374-7747
Departure

Air France
Phil

P5000

Exhibit 20

Brad Featherston December 4, 2014 email re permission to cash EE bonds and deposit the funds

Brad's December 14, 2014 email received from Drina on March 28, 2015!

"To save all of our clients' the time and expense, please respond to this email with "Agreed" and your electronic signature, indicating your agreement that Anita may cash the listed bonds, deposit the proceeds into the Decedent's Trust BOA account, and then disburse 50% or the proceeds into the Survivor's Trust BOA account. Anita will supplement her production with such pape1work showing these transactions. This agreement is without prejudice to reallocating these funds if it is later determined that such bonds were not community property or should have some other allocation under the trust instruments. Very Truly Yours, Bradley E. Featherston The Mendel Law Firm, L.P. 115 5 Dairy Ashford, Ste 1 04 Houston, TX 77079 Tel: (281)759-3213 Fax: (281)759-3214 brad@mendellawfirm.com"

Exhibit 21

Plaintiff Curtis Correspondence with US Treasury re; EE bonds

Can I find out if an EE/E Bond has already been redeemed?

If you have the serial numbers for EE/E Bonds, we can look up the status for you. If you are the owner or co-owner of the bonds, send a signed request to the address below. Be sure to include the serial numbers of the bonds you are asking about.

If the owner or both co-owners have died, you must provide proof such as a copy of the death certificate for each deceased person, with your letter.

Send your letter to:

Bureau of the Fiscal Service
P.O. Box 7012
Parkersburg, WV 26106-7012

Other written inquiries can be sent to that address. Any information you have about the bonds should be included.

28-36

NV

TreasuryDirect

Redeeming (Cashing In) EE/E Savings Bonds

On this page:

When can I redeem my EE/E Bonds?

What are my EE/E Bonds worth?

How do I redeem my EE/E Bonds?

How do I authorize an attorney in fact to redeem my bonds?

How much can I redeem at one time?

What will I need to redeem a paper bond?

Will I get a form for my taxes?

Can I find out if an EE/E Bond has already been redeemed?

When can I redeem my EE/E Bonds?

After they are 12 months old.

If you redeem an EE Bond before it is five years old, you will lose the last three months of interest.

EE Bonds earn interest for 30 years, so the longer you hold on to the bond (up to 30 years), the more it is worth.

If you've been affected by a disaster, special provisions may apply.

All E bonds and some EE bonds have stopped earning interest and should be redeemed.

What are my EE/E Bonds worth?

Use the Savings Bond Calculator.

Note: Savings bonds cannot be transferred. If you find a bond that belongs to someone else or buy a bond on an online auction site, you cannot redeem it. (If you inherit a bond through the death of the bond owner, see Death of a Savings Bond Owner.)

How do I redeem my EE/E Bonds?

Electronic bonds	Log in to TreasuryDirect and follow the directions there. The cash amount can be credited to your checking or savings account within two business days of the redemption date.
Paper bonds	You can cash paper EE/E Bonds at many local financial institutions. We don't keep a list of banks that redeem bonds, so check with banks in your area. More information for special situations: Redeeming Bonds Outside the United States and Redeeming a Young Child's Bond.

How do I authorize an attorney-in-fact to redeem my bonds?

For instructions, please see publication PD F 4105, "Power of Attorney: United States Savings Bonds & Notes."

How much can I redeem at one time?

Electronic bonds in your TreasuryDirect account	No limit
Paper bonds up to $1,000 (redemption value)	With just the evidence described in the next section, "What will I need to redeem a paper bond?"
Paper bonds -- $1,000 or more (redemption value)	As described in the next section "What will I need to redeem a paper bond?" Alternatively, you can: Have a certifying officer at a bank where you have an account certify your signature in each request for payment on the back of each bond. Provide your Social Security Number. Mail the bonds to the Treasury Retail Securities Site.

What will I need to redeem a paper bond?

Before taking in the bonds to redeem them, it's usually a good idea to check with the financial institution to find out what identification and other documents you'll need. When you present your paper bonds, you'll be asked to show your identity. You can do this by:

being a customer with an active account open for at least 6 months at the financial institution that will be paying the bonds, or

presenting acceptable identification such as a valid driver's license if the redemption value of the bonds is less than $1,000.

If you are not listed as the owner or co-owner on the bond, you'll have to show that you are entitled to cash in the bond.

Will I get a form for my taxes?

Yes. IRS Form 1099-INT is provided for all redeemed bonds. The form may be available when you redeem your bond or after the end of the year.

Electronic bonds	Log in to TreasuryDirect and go to ManageDirect. Form 1099-INT is one of the links on the ManageDirect page.
Paper bonds	The financial institution where you redeemed the bond will mail the form to the address on record for the bond owner. (Typically, this mailing takes place after the end of the year in which the bond is redeemed.)

Tax Considerations for EE/E Bonds

Translate

CANDACE L. CURTIS
218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net

September 13, 2014

Bureau of the Fiscal Service
P.O. Box 7012
Parkersburg, WV 26106-7012

RE: EE/HH Bond Status Request

To Whom It May Concern:

My parents, Elmer H. and Nelva E. Brunsting, are both deceased. Their estate plan referenced EE bonds, and their financial records contained bond inventories and other bond related transaction records for both EE and HH bonds.

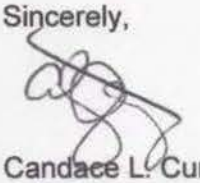
I have been unable to locate any of the bonds and it is unknown whether all of them had been cashed in before their demise.

I have enclosed copies of the death certificates, and a complete inventory of the bonds as of October 21, 1996.

If possible I would like to obtain a complete printout of transactions related to my parents' EE and HH bond accounts. If this information is not available, please provide the status of any bonds purchased starting in January 1981.

Please feel free to contact me if you have any questions or need further information.

Sincerely,



Candace L. Curtis

enclosures

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
APR 28 2009

STATE OF TEXAS — **CERTIFICATE OF DEATH** — **STATE FILE NUMBER 142-09-043770**

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last)	(Maiden)	2. DATE OF DEATH - ACTUAL OR PRESUMED
ELMER H. BRUNSTING		04/01/2009

3. SEX	4. DATE OF BIRTH	5. AGE-Last Birthday (Years)	IF UNDER 1 YR. Mo / Days	IF UNDER 1 DAY Hours / Min	6. BIRTHPLACE (City & State or Foreign Country)
MALE	09/29/1921	87			HULL, IA

7. SOCIAL SECURITY NUMBER	8. MARITAL STATUS AT TIME OF DEATH	9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)
282-32-8905	☐ Widowed ☐ Divorced ☒ Never Married ☐ Unknown	NELVA RENSINK

10a. RESIDENCE STREET ADDRESS	10b. APT. NO.	10c. CITY OR TOWN
13630 PINEROCK		HOUSTON

10d. COUNTY	10e. STATE	10f. ZIP CODE	10g. INSIDE CITY LIMITS?
HARRIS	TEXAS	77079	☒ Yes ☐ No

11. FATHER'S NAME	12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE
LUKE BRUNSTING	GERTUDE RIKKERS

13. PLACE OF DEATH (CHECK ONLY ONE)

IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA

IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice Facility ☐ Nursing Home ☒ Decedent's Home ☐ Other (Specify)

14. COUNTY OF DEATH	15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO.)	16. FACILITY NAME (If not institution, give street address)
HARRIS	HOUSTON, 77079	13630 PINEROCK

17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED	18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)
NELVA BRUNSTING - WIFE	13630 PINEROCK, HOUSTON, TX 77079

19. METHOD OF DISPOSITION	20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH	21. ☐ Unknown
☒ Burial ☐ Cremation ☐ Donation ☒ Entombment ☐ Removal from state ☐ Other (Specify)	MARICELLA JIRON ,BY ELECTRONIC SIGNATURE - 113462	Section 211-O, Block, Lot DD LC, Space 54-F

22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)	23. LOCATION (City/Town, and State)
MEMORIAL OAKS CEMETERY	HOUSTON, TX

24. NAME OF FUNERAL FACILITY	25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)
MEMORIAL OAKS FUNERAL HOME	13001 KATY FREEWAY, HOUSTON, TX 77079

26. CERTIFIER (Check only one)

☒ Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.

☐ Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.

27. SIGNATURE OF CERTIFIER	28. DATE CERTIFIED (Mo/Day/Yr)	29. LICENSE NUMBER	30. TIME OF DEATH (Actual or presumed)
CYNTHIA ZINNER , BY ELECTRONIC SIGNATURE	04/10/2009	M2509	09:30 AM

31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code)	32. TITLE OF CERTIFIER
CYNTHIA ZINNER 1880 SOUTH DAIRY ASHFORD STE # 330, HOUSTON, TX 77077	MD

33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH LINE.

CAUSE OF DEATH		Approximate Interval Onset to death
Immediate Cause (Final disease or condition resulting in death)	a. DEMENTIA, LIKELY VASCULAR TYPE	3 YEARS
	Due to (or as a consequence of):	
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	b.	
	Due to (or as a consequence of):	
	c.	
	Due to (or as a consequence of):	
	d.	

PART 2. ENTER OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART I.

CHRONIC LYMPHOCYTIC LEUKEMIA, CORONARY ARTERY DISEASE, REMOTE PROSTATE CANCER, HYPERLIPIDEMIA

34. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No

35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☐ No

36. MANNER OF DEATH	37. DID TOBACCO USE CONTRIBUTE TO DEATH?	38. IF FEMALE:	39. IF TRANSPORTATION INJURY, SPECIFY:
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be determined	☐ Yes ☒ No ☐ Probably ☐ Unknown	☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to one year before death ☐ Unknown if pregnant within the past year	☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)

40a. DATE OF INJURY (Mo/Day/Yr)	40b. TIME OF INJURY	40c. INJURY AT WORK?	40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)
		☐ Yes ☐ No	

40e. LOCATION (Street and Number, City, State, Zip Code)	40f. COUNTY OF INJURY

41. DESCRIBE HOW INJURY OCCURRED

42a. REGISTRAR FILE NO.	42b. DATE RECEIVED BY LOCAL REGISTRAR	42c. REGISTRAR
0206214	04/28/2009	REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED

EDR NUMBER 000000554490

AME

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to $10,000. (Health and Safety Code, Sec. 194, 1999)

VS-112 REV 1/2006

Q00269576

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED MAR 10 2011

Geraldine R. Harris

GERALDINE R. HARRIS
STATE REGISTRAR

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

THE STATE OF TEXAS

DEPARTMENT OF STATE HEALTH SERVICES
STATE OF TEXAS
VITAL STATISTICS

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
NOV 17 2011

STATE OF TEXAS — **CERTIFICATE OF DEATH** — **STATE FILE NUMBER** 142-11-142463

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last)			(Maiden)		2. DATE OF DEATH ACTUAL OR PRESUMED	
NELVA E. BRUNSTING			RENSINK		11/11/2011	
3. SEX	4. DATE OF BIRTH	5. AGE-Last Birthday (Years)	IF UNDER 1 YR. Mo. / Days	IF UNDER 1 DAY Hours / Min	6. BIRTHPLACE (City & State or Foreign Country)	
FEMALE	10/08/1926	85			SHELDON, IA	
7. SOCIAL SECURITY NUMBER	8. MARITAL STATUS AT TIME OF DEATH: ☐ Married ☒ Widowed ☐ Divorced ☐ Never Married ☒ Unknown				9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)	
481-30-4685						
10a. RESIDENCE STREET ADDRESS			10b. APT. NO.	10c. CITY OR TOWN		
13630 PINEROCK LANE				HOUSTON		
10d. COUNTY	10e. STATE		10f. ZIP CODE	10g. INSIDE CITY LIMITS? ☒ Yes ☐ No		
HARRIS	TEXAS		77079			
11. FATHER'S NAME			12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE			
SYLVESTER RENSINK			HARRIET KOOLBECK			

13. PLACE OF DEATH (CHECK ONLY ONE)

IF DEATH OCCURRED IN A HOSPITAL: ☒ Inpatient ☐ ER/Outpatient ☐ DOA

IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice Facility ☐ Nursing Home ☐ Decedent's Home ☐ Other (Specify)

14. COUNTY OF DEATH	15. CITY/TOWN, ZIP OF OUTSIDE CITY LIMITS (GIVE PRECINCT NO.)	16. FACILITY NAME (If not institution, give street address)
HARRIS	HOUSTON, 77055	SELECT SPECIALTY HOSPITAL - HOUSTON WEST

17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED	18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)
CAROL BRUNSTING - DAUGHTER	5822 JASON ST., HOUSTON, TX 77074

19. METHOD OF DISPOSITION	20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH	21. ☐ Unknown
☒ Burial ☐ Cremation ☐ Donation ☒ Entombment ☐ Removal from state ☐ Other (Specify)	ARACELI J GALINDO ,BY ELECTRONIC SIGNATURE - 114721	Section 314 Block Lot 94 Space 7

22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)	23. LOCATION (City/Town, and State)
MEMORIAL OAKS CEMETERY	HOUSTON,TX

24. NAME OF FUNERAL FACILITY	25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)
MEMORIAL OAKS FUNERAL HOME	13001 KATY FREEWAY, HOUSTON, TX 77079

26. CERTIFIER (Check only one)

☒ Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.

☐ Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.

27. SIGNATURE OF CERTIFIER	28. DATE CERTIFIED (Mo/Day/Yr)	29. LICENSE NUMBER	30. TIME OF DEATH (Actual or presumed)
JERSON CADENAS , BY ELECTRONIC SIGNATURE	11/13/2011	N3531	04:50 PM

31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code)	32. TITLE OF CERTIFIER
JERSON CADENAS 4545 POST OAK PLACE #130, HOUSTON, TX 77027-3133	MD

CAUSE OF DEATH

33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.

		Approximate Interval Onset to death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. RESPIRATORY FAILURE	
Due to (or as a consequence of):		
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	b. METASTATIC BILIARY CANCER	
Due to (or as a consequence of):		
	c. SEVERE PROTEIN CALORIE MALNUTRITION	
Due to (or as a consequence of):		
	d. SEPTIC SHOCK	

PART 2. ENTER OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART 1.

ADULT FAILURE TO THRIVE

34. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No

35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☐ No

36. MANNER OF DEATH	37. DID TOBACCO USE CONTRIBUTE TO DEATH?	38. IF FEMALE:	39. IF TRANSPORTATION INJURY, SPECIFY:
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be determined	☐ Yes ☐ No ☐ Probably ☒ Unknown	☒ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to one year before death ☐ Unknown if pregnant within the past year	☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)

40a. DATE OF INJURY (Mo/Day/Yr)	40b. TIME OF INJURY	40c. INJURY AT WORK? ☐ Yes ☐ No	40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)	
40e. LOCATION (Street and Number, City, State, Zip Code)				40f. COUNTY OF INJURY

41. DESCRIBE HOW INJURY OCCURRED

42a. REGISTRAR FILE NO.	42b. DATE RECEIVED BY LOCAL REGISTRAR	42c. REGISTRAR
0217344	11/17/2011	REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED

JHE

EDR NUMBER 000001046936

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to $10,000. (Health and Safety Code, Sec. 195, 1989)

VS-112 REV 1/2006

QA00249691

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED NOV 18 2011

Geraldine R. Harris
GERALDINE R. HARRIS
STATE REGISTRAR

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

PD F 1851
Department of the Treasury
Bureau of the Public Debt
(Revised February 1995)

OMB No. 1535-0009

REQUEST FOR REISSUE OF UNITED STATES SAVINGS BONDS/NOTES IN NAME OF TRUSTEE OR PERSONAL TRUST ESTATE

IMPORTANT: Follow instructions in filling out this form. You should be aware that the making of any false, fictitious or fraudulent claim to the United States is a crime punishable by imprisonment of not more than five years or a fine up to $250,000, or both, under 18 U.S.C. 287 and 18 U.S.C. 3571. Additionally, 31 U.S.C. 3729 provides for civil penalties for the maker of a false or fraudulent claim to the United States of an amount not less than $5,000 and not more than $10,000, plus treble the amount of the Government's damages as an additional sanction.

PRINT IN INK OR TYPE ALL INFORMATION

TO: Federal Reserve Bank

BEFORE FILLING OUT THIS FORM, READ TAX LIABILITY NOTICE ON PAGE 3
(The applicable statement(s) below MUST be completed. *Failure to furnish this information could cause* rejection of the transaction. See instructions.)

1. I (we) hereby request reissue of the bonds described on the reverse hereof in the form set out in item 7 below to the extent of $ 38,025 (face amount).

2. In support of this request, I (we severally) certify that the trust estate described in item 7 below is a personal trust estate as defined in item 1 of the instructions on page 3 of this form, and

   a. ☒ was created by ELMER H. BRUNSTING & NELVA E. BRUNSTING
   (Name(s) of owner, coowner, or both coowners creating trust)

   b. ☐ was created by some other person and

   (i) ☐ I am (one of us is) a beneficiary of the trust.

   (ii) ☐ _____, a beneficiary of the trust, is related
   (Name)
   to _____ as _____
   (Name of owner or coowner) (Give exact relationship)

3. You must check box a. or b. (SEE "TAX LIABILITY" SECTION OF INSTRUCTIONS):

   a. ☒ I (we) certify that, for federal income tax purposes, I (we) will be treated as owner(s) of the portion of the trust represented by any tax-deferred accumulated interest on the surrendered bonds.

   ☐ I (we) certify that, for federal income tax purposes, I (we) will not be treated as owner(s) of the portion of the trust represented by any tax-deferred accumulated interest on the surrendered bonds, and therefore, I (we) will include the tax-deferred accumulated interest in gross income for the taxable year in which the bonds are reissued to the trust. I (we) am aware that a 1099 INT will be issued and the interest will be reported to the Internal Revenue Service by the agent that processes the transactions. The interest which will be reported includes deferred interest on H/HH bonds as well as interest earned on E/EE bonds from the issue date until the date of reissue.

4. ELMER H. BRUNSTING & NELVA E. BRUNSTING is/are the trustee/co-trustees of the trust. CWB 10/22/96

5. The trust was created on OCTOBER 10, 1996 (Month/Day/Year)

6. Estate of Elmer H. ~~ELMER H.~~ BRUNSTING, whose Social Security Account number is 282-32-8905
   (Name of coowner)
   10/22/96 is the principal coowner of any bonds registered in coownership form submitted herewith. He/she is responsible for any tax liability arising from the reissue transaction requested herein. (A principal coowner is a coowner who (1) purchased the bonds with his or her own funds or (2) received them as a gift, inheritance or legacy, or as a result of judicial proceedings, and has them reissued in coownership form, provided her or she has received no contribution in money or money's worth for designating the other person as coowner on the bonds. Both registrants are considered to be coowners when bonds are registered in the form "A" or "B")

7. Form in which bonds are to be reissued: ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.
   13630 PINEROCK, HOUSTON TX 77079
   (Address)

(Taxpayer identifying number Assigned to Trust) ☐☐-☐☐☐☐☐☐☐ (Employer Identification Number) 282-32-8905 (Social Security Account Number)

If the new bonds are not to be delivered to address shown th[illegible] deliver them to:

ELMER H. BRUNSTING
(Name)
13630 PINEROCK
(Street Address)
HOUSTON TX 77079
(City or town) (State) (ZIP Code)

OWNER AND OTHER REGISTRANTS MUST SIGN AND HAVE THEIR SIGNATURE CERTIFIED ON PAGE 2

SEE INSTRUCTIONS FOR PRIVACY ACT AND PAPERWORK REDUCTION ACT NOTICE

P1182

Under penalty of perjury, I, the undersigned grantor (creator) of the trust, certify that the above taxpayer identification number assigned to the trust is correct; and that I am not subject to backup withholding either (i) because I have not been notified that I am subject to backup withholding (as a result of a failure to report all interest or dividends), or (ii) because I have been notified by the Internal Revenue Service that I am no longer subject to backup withholding. I further certify that the trust estate is not subject to backup withholding for one of the aforesaid reasons. (See Item 3 of the instructions on page 3.) (If an employer identification number, i.e., 12-3456789, has been assigned to the trust estate, then the trustee must furnish an I.R.S. Form W-9.)

Elmer H Brunsting
(Signature of Owner or coowner)

13630 Pinerock, Houston TX 77079
(Home Address)

282 32 - 8905
(Social Security Account Number)

(713) 464 0391
Daytime Telephone Number

Nelva E. Brunsting
(Signature of coowner or beneficiary)

13630 Pinerock
(Home Address)

491-30-4685
(Social Security Account Number)

(713) 464-4391
Daytime Telephone Number

I CERTIFY that ELMER H BRUNSTING, whose identify is well-known or proved to me, personally appeared before me this 21 day of October, 19 96 at Houston TX (City or State) and signed the above request, acknowledging the same to be a free act and deed.

BANK OF AMERICA TEXAS
TELLER # 001
(OFFICIAL STAMP OR SEAL)
OCT 21 1996
BRANCH # 08519
TOWN & COUNTRY

Cathy Lynn Bowley CSR
(Signature and title of certifying officer)

701 Town & Country
(Address)
Houston TX 77024

I CERTIFY that NELVA E BRUNSTING, whose identify is well-known or proved to me, personally appeared before me this 21 day of October, 19 96 at Houston TX (City or State) and signed the above request, acknowledging the same to be a free act and deed.

BANK OF AMERICA TEXAS
TELLER # 001
(OFFICIAL STAMP OR SEAL)
OCT 21 1996
BRANCH # 08519
TOWN & COUNTRY

Cathy Lynn Bowley
(Signature and title of certifying officer)

701 Town & Country
(Address)
Houston TX 77024

RESERVED FOR IDENTIFICATION NOTATIONS

☐ Customer Account Number and Date Established:

Document(s) - Description: _____

☐ Identified by (Signature and Address): _____

FOR OFFICIAL USE ONLY

☐ This transaction was a taxable event

$ _____ was reported under _____ (Social Security Account Number) for _____ (Year).

☐ This transaction was not a taxable event. No interest was reported.

DESCRIPTION OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

ISSUE DATE	DENOMINATION (FACE AMOUNT)	SERIAL NUMBER	INSCRIPTION (Please type or print names, including middle names or initials, social security account number, if any, and addresses as inscribed on the bonds.)
ALL INFORMATION IS LISTED ON THE ATTACHED 8 PAGES			

(If space is insufficient, use sheet on page 4, sign it and refer to it above - or use PD F 3500 for this purpose.)

P1183

(2)

DESCRIPTIONS OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

ISSUE DATE	DENOMINATION	SERIAL NUMBER	INSCRIPTION
JAN 1968	25	Q2323610188E	ELMER H. BRUNSTING OR
JAN 1968	100	C488366018E	NELVA E BRUNSTING
FEB 1968	100	C488381553E	DITTO
MARCH 1968	100	C487597606E	DITTO
JULY 1968	100	C492930507E	DITTO
AUG 1968	25	Q2369597957E	DITTO
AUG 1968	100	C495526689E	DITTO
SEPT 1968	25	Q2376239798E	DITTO
SEPT 1968	100	C495554472E	DITTO
OCT 1968	25	Q2376412853E	DITTO
OCT 1968	100	C495571546E	DITTO
NOV 1968	25	Q2382934338E	DITTO
NOV 1968	100	C496529219E	DITTO
DEC 1968	100	C496545465E	DITTO
DEC 1968	25	Q2389590020E	DITTO
JAN 1969	25	Q2402769422E	ELMER H BRUNSTING
JAN 1969	100	C497448486E	NELVA E BRUNSTING
FEB 1969	25	Q2409958642E	DITTO
FEB 1969	100	C499254901E	DITTO
MARCH 1969	50	L757031560E	DITTO
MARCH 1969	100	C499266790E	DITTO
APRIL 1969	25	Q2422715395E	DITTO
APRIL 1969	100	C499274128E	DITTO
MAY 1969	50	L763056023E	DITTO
MAY1969	100	C5022244708E	DITTO
JUNE 1969	50	L766519117E	DITTO
JUNE 1969	100	C502238466E	DITTO
JULY 1969	25	Q2440232983E	DITTO
JULY 1969	100	C502260677E	DITTO
AUG 1969	50	L772779399E	DITTO
AUG 1969	100	C504859197E	DITTO
SEPT 1969	50	L775389203E	DITTO
SEPT 1969	100	C504883348E	DITTO
OCT 1969	25	Q2468249697E	DITTO
OCT 1969	100	C506399101E	DITTO
NOV 1969	50	L777324452E	DITTO
NOV 1969	100	C506442126E	DITTO
DEC 1969	25	Q2476363422E	DITTO
DEC 1969	100	C506449027E	DITTO
JAN 1970	50	L779356396E	ELMER H BRUNSTING OR
JAN 1970	100	C507351868E	NELVA E BRUNSTING
FEB 1970	25	Q2489045403E	DITTO
FEB 1970	100	C507371517E	DITTO
MARCH 1970	50	L781533895E	DITTO

MARCH 1970	100	C509742914E	DITTO
APRIL 1970	50	L781622843E	DITTO
APRIL 1970	100	C513299043E	DITTO
MAY 1970	50	LL781689413E	DITTO
MAY 1970	100	C513338157E	DITTO
JUNE 1970	50	L781840738E	DITTO
JUNE 1970	100	C513377785E	DITTO
JULY 1970	50	L794088310E	DITTO
JULY 1970	100	C513404100E	DITTO
AUG 1970	50	L796803115E	DITTO
AUG 1970	100	C 515732747E	DITTO
SEPT 1970	25	Q2528750393E	DITTO
SEPT 1970	100	C515801272E	DITTO
OCT 1970	50	L801969302E	DITTO
OCT 1970	100	C515833390E	DITTO
NOV 1970	50	L802022535E	DITTO
NOV 1970	100	C515886588E	DITTO
DEC 1970	50	L807326463E	DITTO
DEC 1970	100	C 515436590E	DITTO
JAN 1971	50	L807366168E	ELMER H BRUNSTING OR
JAN 1971	100	C518450821E	NELVA BRUNSTING
FEB 1971	50	L812941238E	DITTO
FEB 1971	100	C518516321E	DITTO
MARCH 1971	50	L815611153E	DITTO
MARCH1971	100	C522495921E	DITTO
APRIL 1971	50	L817774095E	DITTO
APRIL 1971	100	C523365879E	DITTO
MAY 1971	75	K14200621E	DITTO
MAY 1971	100	C523483834E	DITTO
JUNE 1971	75	K14670394E	DITTO
JUNE 1971	100	C526107354E	DITTO
JULY 1971	50	L819574435E	DITTO
JULY 1971	100	C528427319E	DITTO
AUG 1971	75	K15016278E	DITTO
AUG 1971	100	C529794380E	DITTO
SEPT 1971	50	L825480119E	DITTO
SEPT 1971	100	C529877212E	DITTO
OCT 1971	75	K15187296E	DITTO
OCT 1971	100	C529895593E	DITTO
NOV 1091	50	L835532053E	DITTO
NOV 1971	100	C531353752E	DITTO
DEC 1971	75	K16443059E	DITTO
DEC 1971	100	C534218555E	DITTO
JAN 1972	75	K16841325E	ELMER H BRUNSTING OR
JAN 1972	100	C 535345407E	NELVA E BRUNSTING
FEB 1972	50	L1002342624E	DITTO
FEB 1972	100	C536246756E	DITTO

MARCH 1972	75	K100205529E	DITTO
MARCH 1972	100	C1001140610E	DITTO
APRIL 1972	75	K100235027E	DITTO
APRIL 1972	100	C1001188897E	DITTO
MAY 1972	75	K100574825E	DITTO
MAY 1972	100	C1004287178E	DITTO
JUNE 1972	75	K100897353E	DITTO
JUNE 1972	100	C1004370151E	DITTO
JULY 1972	75	K100923508E	DITTO
JULY 1972	100	C1005971762E	DITTO
AUG 1972	75	K101226740E	DITTO
AUG 1972	100	C1007854435E	DITTO
SEPT 1972	75	K101234776E	DITTO
SEPT 1972	100	C1009583723E	DITTO
OCT 1972	75	K101497925E	DITTO
OCT 1972	100	C1013424162E	DITTO
NOV 1972	75	K101674271E	DITTO
NOV 1972	100	C1014677804E	DITTO
DEC 1972	75	K101717239E	DITTO
DEC 1972	100	C1014769185E	DITTO
JAN 1973	100	C1017412539E	ELMER H BRUNSTING OR
JAN 1973	100	C1017412540E	NELVA E BRUNSTING
FEB 1973	75	K103456625E	DITTO
FEB 9173	100	C1019165387E	DITTO
MARCH 1973	100	C1020967659E	DITTO
MARCH 1973	100	C1020967660E	DITTO
APRIL 1973	75	K103502429E	DITTO
APRIL 1973	100	C1022725346E	DITTO
MAY 1973	100	C1022743153E	DITTO
MAY 1973	100	C1022743154E	DITTO
JUNE 9173	75	K104260431E	DITTO
JUNE 1973	100	C1024190568E	DITTO
JULY 1973	100	C1025207524E	DITTO
JULY 1973	100	C1025207525E	DITTO
AUG 1973	75	K104501960E	DITTO
AUG 1973	100	C1026856168E	DITTO
SEPT1973	100	C1028489865E	DITTO
SEPT 1973	100	C1028489866E	DITTO
OCT 1973	75	K105207666E	DITTO
OCT 1973	100	C1030186694E	DITTO
NOV 1973	100	C1031889677E	DITTO
NOV 1973	100	C1031889678E	DITTO
DEC 1973	100	C1031993682E	DITTO
DEC 1973	100	C1031993683E	DITTO
JAN 1974	75	K105609333E	ELMER H BRUNSTING OR
JAN 1974	100	C1034862765E	NELVA E BRUNSTING
FEB 1974	75	K106301025E	DITTO

FEB 1974	100	C1037551320E	DITTO
MARCH 1974	100	C1039590046E	DITTO
MARCH 1974	100	C1039590047E	DITTO
APRIL 1974	100	C1039616578E	DITTO
APRIL 1974	100	C1039616579E	DITTO
MAY 1974	100	C1040575108E	DITTO
MAY 1974	100	C1040575109E	DITTO
JUNE 1094	100	C1040666253E	DITTO
JUNE 1974	100	C1040666254E	DITTO
JULY 1974	25	Q5206129943E	DITTO
JULY 1974	100	C1040699695E	DITTO
JULY 1974	100	C1040699696E	DITTO
AUG 1094	25	Q5207177764E	DITTO
AUG 1974	100	C1042675840E	DITTO
AUG 1974	100	C1042675841E	DITTO
SEPT 1974	25	Q5212656678E	DITTO
SEPT 1974	100	C1044277355E	DITTO
SEPT 1974	100	C1044277356E	DITTO
OCT 1974	24	Q5219890347E	DITTO
OCT 1974	200	R104236199E	DITTO
NOV 1974	25	Q5227328461E	DITTO
NOV 1974	200	R104238066E	DITTO
DEC 1974	200	R105532207E	DITTO
JAN 1975	200	R105534602E	ELMER H BRUNSTING OR
FEB 1975	25	Q5250876813E	NELVA E BRUNSTING
FEB 1975	200	R105537285E	DITTO
MARCH 1975	50	L1110504385E	DITTO
MARCH 1975	200	R105552232E	DITTO
APRIL 1975	50	L10655080468E	DITTO
APRIL 1975	200	R105555261E	DITTO
MAY 1975	50	L20046344533E	DITTO
MAY 1975	200	R200729202E	DITTO
JUNE 1975	25	Q6011260745E	DITTO
JUNE 1975	200	R200475099E	DITTO
JULY 1975	50	L2008122240E	DITTO
JULY 1975	200	R200478983E	DITTO
AUG 1975	50	L2011260401E	DITTO
AUG 1975	200	R201130474E	DITTO
SEPT 1975	50	L2019145590E	DITTO
SEPT 1975	200	R201134203E	DITTO
OCT 1975	50	L2025225306E	DITTO
OCT 1975	200	R201145065E	DITTO
NOV 1975	75	K202269628E	DITTO
NOV 1975	200	R201438781E	DITTO
DEC 1975	75	K202852678E	DITTO
DEC 1975	200	R202448340E	DITTO

JAN1976	75	K202864265E	ELMER H BRUNSTING OR
JAN 1976	200	R202451895E	NELVA E BRUNSTING
FEB 1976	75	K203112916E	DITTO
FEB 1976	200	R202690829E	DITTO
MARCH 1976	75	K203265303E	DITTO
MARCH 1976	200	R202694335E	DITTO
APRIL1976	75	K203366117E	DITTO
APRIL 1076	200	R202698397E	DITTO
MAY 1976	75	K203354323E	DITTO
MAY 1976	200	R202699682E	DITTO
JUNE 1976	75	K203364078E	DITTO
JUNE 1976	200	R203951602E	DITTO
JULY 1976	75	K203386120E	DITTO
JULY 1976	200	R203944366E	DITTO
AUG 1976	100	C2030829953E	DITTO
AUG 1976	200	R203949180E	DITTO
SEPT 1976	75	K207076144E	DITTO
SEPT 1976	200	R203978493E	DITTO
OCT 1972	75	K207094581E	DITTO
OCT 1976	200	R204483052E	DITTO
NOV 1976	75	K207452453E	DITTO
NOV 1976	200	R204507335E	DITTO
DEC 1976	75	K207459456E	DITTO
DEC 1976	200	R204523975E	DITTO
JAN 1977	100	C20361322118E	ELMER H BRUSTING OR
JAN 1977	200	R204541333E	NELVA E BRUNSTING
FEB 1977	100	C2039832289E	DITTO
FEB 1977	200	R204553456E	DITTO
MARCH 1977	100	C2041431316E	DITTO
MARCH 1977	200	R204557856E	DITTO
APRIL 1977	100	C2043336989E	DITTO
APRIL 1977	200	R205675270E	DITTO
MAY 1977	25	Q6185728367E	DITTO
MAY 1977	100	C2046633576E	DITTO
MAY 1977	200	R205991077E	DITTO
JUNE 1977	100	C2049536154E	DITTO
JUNE 1977	200	R20634880E	DITTO
JULY 1977	100	C204981455E	DITTO
JULY 1977	200	R206596261E	DITTO
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AUG 1977	100	C2054099290E	DITTO
AUG 1977	200	R2060846501E	DITTO
SEPT 1977	100	C2054145624E	DITTO
SEPT 1977	200	R207208675E	DITTO
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NOV 1977	100	C2059773778E	DITTO
NOV 1977	200	R207840791E	DITTO
DEC 1977	25	Q6233839753E	DITTO
DEC 1977	100	C2061750948E	DITTO
DEC 1977	200	R207846639E	DITTO

JAN 1978	100	C2063616775E	ELMER H. BRUNSTING OR
JAN 1978	200	R208068104E	NELVA E BRUNSTING
FEB 1980	75	K221891597E	ELMER H BRUNSTING OR
FEB 1980	100	C21074301OOE	NELVA E BRUNSTING
FEB 1980	200	R212872691E	DITTO
MARCH 1980	200	R212956976E	DITTO
MARCH 1980	200	R212956977E	DITTO
APRIL 1980	75	K222388747E	DITTO
APRIL 1980	100	C2108816696E	DITTO
FEB 1981	50	L50420726EE	ELMER H BRUNSTING OR
FEB 1981	75	K19777823EE	NELVA E BRUNSTING
FEB 1981	200	R7766450EE	DITTO
MARCH 1981	50	L57948286EE	DITTO
MARCH 1981	75	K19824806EE	DITTO
MARCH 1981	200	R7862790EE	DITTO
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MAY 1981	50	L66997209EE	DITTO
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MAY 1981	200	R8890396EE	DITTO
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JUNE 1981	200	R8963741EE	DITTO
JULY 1981	50	L71018815EE	DITTO
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AUG. 1981	75	K21069991EE	DITTO
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SEPT 1981	50	L78689195EE	DITTO
SEPT 1981	100	C31829104EE	DITTO
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OCT 1981	50	L83335953EE	DITTO
OCT 1981	75	K21754483EE	DITTO
OVT 1981	200	R10284711EE	DITTO
NOV 1981	50	L87201014EE	DITTO
NOV 1981	75	K21962801EE	DITTO
NOV 1981	200	R10473740EE	DITTO
DEC 1981	50	L87994774EE	DITTO
DEC 1981	100	C35846236EE	DITTO
DEC 1981	200	R10720744EE	DITTO

JAN 1982	75	K22664763EE	ELMER H BRUNSTING OR
JAN 1982	100	C36623992EE	NELVA E BRUNSTING
JAN 1982	200	R11303467EE	DITTO
FEB 1982	50	L91576789EE	DITTO
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MARCH 1982	200	R11374723EE	DITTO
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MAY 1982	75	K23495917EE	DITTO
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JUNE 1982	75	K23536240EE	DITTO
JUNE 1982	100	C41593583EE	DITTO
JUNE 1982	200	R11710847EE	DITTO
JUL7 1981	75	K23579140EE	DITTO
JULY 1982	100	C43012682EE	DITTO
JULY 1982	200	R11827387EE	DITTO
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AUG 1982	200	R11843838EE	DITTO
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DEC 1982	100	C47000524EE	DITTO
DEC 1982	200	R13202009EE	DITTO
JAN 1983	75	K35869372EE	ELMER H BRUNSTING OR
JAN 1983	100	C47086584EE	NELVA E BRUNSTING
JAN 1983	200	R13214791EE	DITTO
FEB1983	50	L136290497EE	DITTO
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APRIL 1983	100	C55118367EE	DITTO
APRIL 1983	200	R14244640EE	DITTO
MAY 1983	75	K39755808EE	DITTO
MAY 1983	100	C55144028EE	DITTO

Cut on dotted line.

Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. DO NOT PHOTO COPY OR ALTER LABEL.
2. Place your label so it does not wrap around the edge of the package.
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5. Mail your package on the "Ship Date" you selected when creating this label.
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Click-N-Ship® Label Record

USPS TRACKING # / Insurance Number:
9405 9036 9930 0253 1601 07

Trans. #:	309929516	Priority Mail® Postage:	$5.05
Print Date:	09/13/2014	Insurance Fee:	$0.00
Ship Date:	09/13/2014	Total:	$5.05
Expected Delivery Date:	09/15/2014		
Insured Value:	$1.00		

From: CANDACE CURTIS
218 LANDANA ST
AMERICAN CYN CA 94503-1050

To: BUREAU OF THE FISCAL SERVICE
PO BOX 7012
PARKERSBURG WV 26106-7012

* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.

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BUREAU OF THE FISCAL SERVICE
PO BOX 2186
PARKERSBURG WV 26106

233 1 SP 0.480

October 8, 2014

CANDACE L CURTIS
218 LANDANA ST
AMERICAN CANYON CA 94503

Treasury Retail Securities

IMPORTANT INFORMATION

Thank you for your recent inquiry regarding Treasury Retail Securities. **If you are responding to our correspondence, please include this bar code sheet with your response**. Failure to include this sheet may delay the processing of your request. Please note:

- Place this bar code sheet on the top of all documents you submit.
- Mail your transaction to the address provided below using the enclosed return envelope.
- Ensure that the return address at the bottom of this sheet is visible in the envelope window.
- Make a note of the Customer Number (shown below) for all future reference or communication purposes.

For Internal purposes only

Customer#: 0001326239S

Service Request#: 1-500690063

CC5

BUREAU OF THE FISCAL SERVICE
PO BOX 2186
PARKERSBURG WV 26106

For information about Treasury Retail securities, go to:
www.treasurydirect.gov

Treasury Securities Services

October 8, 2014

Customer: 0001326239S
Elmer H. Brunsting

CANDACE L CURTIS
218 LANDANA ST
AMERICAN CANYON CA 94503

Dear Ms. Curtis:

This letter refers to your recent transaction and/or inquiry.

I am trying to get photos of paid bonds; usually we cannot get photos of any bonds that have been paid over ten years ago.

I did locate some Series EE bonds issued to Elmer H Brunsting or Nelva E Brunsting's Trust.

To proceed with the request, we will need from the successor trustee:

- A certified copy of any deceased trustee's death certificate. Death certificates must be certified or sworn to by the state or local registrar, under seal or stamp, as true and correct copies taken from the official records.

In support of the request we will need a Certificate of Trust. If this is not available or your state does not allow for one, please send a copy of the original trust agreement with amendments or relevant trust excerpts and amendments. The copy of the trust must be a true and correct copy of the original and the following pages must be included:

- The page showing the name and date of the trust (not a title or cover page).
- The page(s) identifying the acting trustee(s). If more than one acting trustee is named and each can act independently, submit that portion of the trust.
- The signature page(s).
- Any amendments to the trust that may alter the information on the pages submitted or limit the authority of the acting trustee(s) to request the transaction.

If the bond(s) are missing, we will also need:

- The person(s) entitled to complete and sign the enclosed *Claim For Lost, Stolen or Destroyed United States Savings Bonds* (PD F 1048).

We may also need information concerning the estate of the last deceased.

Please send your response in the enclosed envelope. When contacting us, please provide the customer name and reference number shown at the top of this letter as well as your daytime telephone number. Also provide your email address if you prefer contact by email.

For general questions about Treasury Securities, visit our website at www.treasurydirect.gov. If you have questions about this letter, call 304-480-7711 ext. 297414, between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

Sincerely,

Bureau of the Fiscal Service

Enclosure: Return Envelope

Exhibit 22

Amy June 24, 2015 answers to interrogatories and Requests for Production

GRIFFIN & MATTHEWS

Attorneys at Law
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
(281) 870-1124
(281) 870-1647 FAX

FACSIMILE TRANSMISSION

To:	Bobbie Bayless Darlene Payne Smith Bradley Featherston	**Fax:**	713.522.2218 713.658.1921 281.759.3214	**Phone:**	713.522.2224 713.752.8640 281.759.3213
From:	Neal E. Spielman	**Pages:**	29 including this cover page	**Date:**	6/24/2015
Re:	Cause No. 412,249-401; *Carl Brunsting, et. al. v. Anita Brunsting, et. al.*; In Probate Court No. Four (4) of Harris County, Texas				

PLEASE DELIVER AS SOON AS POSSIBLE

- Amy Brunsting's Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production (with Verification)

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION WHICH IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE AND MAY CONTAIN INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by telephone.

GRIFFIN & MATTHEWS

Attorneys at Law

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BEAUMONT
400 NECHES @ CROCKETT
BEAUMONT, TEXAS 77701
(409) 832-6006
FAX: (409) 832-1000

June 24, 2015

Ms. Candace Louise Curtis
218 Landana Street
American Canyon, California 94503

Via C.M.R.R.R.
7014 0150 0001 5384 0078

RE: Cause No. 412,249-401; *Carl Brunsting, et. al. v. Anita Brunsting, et. al.;* In Probate Court No. Four (4) of Harris County, Texas

Dear Ms. Curtis:

In accordance with the Texas Rules of Civil Procedure, enclosed please find my client's Objections, Answers and Responses to the written interrogatories and requests for production recently issued. My client's verification is also enclosed.

Very truly yours,

Griffin & Matthews

By: _____
Neal E. Spielman

NES:mf
Enclosures
cc: Ms. Bobbie G. Bayless
Bayless & Stokes
Via Facsimile: 713.522.2218

Ms. Darlene Payne Smith
Crain, Caton & James
Via Facsimile: 713.425.7945

Mr. Bradley E. Featherston
The Mendel Law Firm, L.P.
Via Facsimile: 281.759.3214

NO. 412,249-401

CARL HENRY BRUNSTING, et. al.	§	IN PROBATE COURT
	§	
v.	§	NUMBER FOUR (4) OF
	§	
ANITA KAY BRUNSTING, et. al.	§	HARRIS COUNTY, TEXAS

AMY RUTH BRUNSTING'S
OBJECTIONS, ANSWERS AND RESPONSES TO CANDACE LOUISE CURTIS'S WRITTEN INTERROGATORIES AND REQUESTS FOR PRODUCTION

TO: Candace Louise Curtis, Pro Se, – 218 Landana Street, American Canyon, California 94503

Amy Ruth Brunsting, serves these Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production in accordance with the Texas Rules of Civil Procedure.

Respectfully submitted,

GRIFFIN & MATTHEWS

BY: _____

NEAL E. SPIELMAN
Texas State Bar No. 00794678
nspielman@grifmatlaw.com
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281.870.1124 - Phone
281.870.1647 - Facsimile

ATTORNEYS FOR DEFENDANT, AMY RUTH BRUNSTING

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 24th day of June 2015, to the following in the manner set forth below:

Candace Louise Curtis – Pro Se:

Candace Louise Curtis
218 Landana Street
American Canyon, California 94503
Via C.M.R.R.R. 7014 0150 0001 5384 0078

Attorneys for Carl Henry Brunsting:

Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098
Via Facsimile: 713.522.2218

Attorneys for Carole Ann Brunsting:

Darlene Payne Smith
Alec B. Covey
Crain, Caton & James
Five Houston Center
1401 McKinney, 17TH Floor
Houston, Texas 77010
Via Facsimile: 713.425.7945

Attorneys for Anita Kay Brunsting:

Bradley E. Featherston
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Via Facsimile: 281.759.3214

NEAL E. SPIELMAN

OBJECTIONS, ANSWERS & RESPONSES

Amy Brunsting ("Amy" or "Respondent") objects to the interrogatories and requests for production issued by Candace Louise Curtis ("Candace") to the extent they are, by Candace's own admission, first made pursuant to "fiduciary obligations" allegedly owed to her. If, via the trust documents, Candace actually has the right to inquire into the topics covered in her interrogatories and requests for production, then that right is subject to other provisions in the trust documents requiring her to pay costs associated with responding, which she has not done. As a result, Amy's purported obligation to address these issues with Candace has not yet been triggered, and will not trigger until, at least, all necessary costs have been paid.

To the extent Candace's interrogatories and requests for production are issued pursuant to the Texas Rules of Civil Procedure, Amy's objections, answers and responses are as follows:

Interrogatory No. 1 *(Really, Interrogatories 1-4)*

(a) Regarding the Affidavit in Support of Removal of Lis Pendens, Sworn to and signed by you on March 6, 2012, at Item 5 you state:

> *"As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston."*

With respect to this statement:

i. **Has a Personal Asset Trust been set up for?**

1. **Candace Louise Curtis**
2. **Carole Ann Brunsting**
3. **Carl Henry Brunsting**
4. **Amy Ruth Brunsting**
5. **Anita Kay Brunsting**

If the answer to any of 1 - 5 is yes, please state when and how each personal asset trust was "set up", how and from what assets each was funded. Please explain also the dispositive provisions for the personal asset trusts and the instruments from which each article was derived. Please also explain what administrative provisions were used to "set up" the personal asset trusts and identify the instrument(s) from which those provisions were derived.

If the answer to any of 1 - 5 is no, please explain the process for the creation of the personal asset trust(s) and itemize, with a particularity, the causes for your failure to establish said trust(s).

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Personal Asset Trusts have not been established. This is a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

(b) At item 10 you state:

"The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the Lis Pendens so the sale can be consummated, for the benefit of all of the heirs".

The house sold more than 3 years ago, what benefit has any heir received from the sale of the house?

Answer:

Objection. Respondent objects to this Request as phrased. It is vague, confusing, premature, misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The proceeds from the sale of the house have been deposited in an interest-bearing account where they will remain pending resolution of the various legal proceedings initiated by Carl and Candace

(c) At item 3 in your Affidavit in Support of Removal of Lis Pendens, dated March 6, 2012, you state:

"The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance."

With respect to this statement:

Our father died April 1, 2009. At the time of his death the named successor co-trustees, as per the 2007 Amendment, were Carl and Candace. "Our parents" removed your name as successor co-trustee with the 2007 Amendment, and my name remained as a successor co-trustee with Carl. What instruments created between the 2007 Amendment and our father's death indicate: "our parents did not feel she was competent to handle her own inheritance"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

All of them. Taken in their totality, the documents evidence our parents changing attitudes and confidence in Candace and Carl's respective abilities to properly care for themselves, manage money, make reasonable decisions, avoid negative influences in the form of spouses and/or significant others, etc.

Interrogatory No. 2 *(Really, Interrogatories 5-8)*

In your Verified Answer to Plaintiff Carl Brunsting's Petition for Declaratory Judgment, for Accounting, for Damages, for Imposition of a Constructive Trust, and for Injunctive Relief, filed May 13, 2013, you state:

> *"AMY RUTH BRUNSTING F/F/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Asset Trust because such trusts have not been created and therefore do not contain any trust property."*

Section 3(A)(A) at page 5 of the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment" states:

> *A. Establishment of the Personal Asset Trust:*
>
> *A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified to be made to said beneficiary's Personal Asset Trust first occurs.*

Pursuant to Article X Section "A" of the family trust, distributions were specified to be made to the five personal asset trusts at the death of the Surviving Founder.

> *Section A. Our Beneficiaries*
>
> *Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:*

That event occurred on November 11, 2011.

(a) **What clause in what trust instrument allows the trustees to ignore the dispositive provisions of Article X (compelling establishment of personal asset trusts) and to continue acting as trustees for the Survivor's and Decedent's trusts well beyond the period of time necessary to settle those trusts?**

Answer:

Objection. Respondent objects to this Request as phrased. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Further, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

(b) **Did the trustees ever have any intention of funding individual asset trusts? If yes, when, for whom, in what proportions, and based upon what criteria?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

(c) Did the trustees ever intend to render full, true, and complete accounts? If yes, why have proper accounts not been rendered?

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons. Additionally, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

(d) Which of the ten purposes for establishing personal asset trusts, expressed in the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", were considered in the decision not to express and fund personal asset trusts?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> The document speaks for itself relative to the Trustor's intent. This notwithstanding, the Personal Asset Trusts have not been established as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and

when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

Interrogatory No. 3 *(Really, Interrogatories 9-10)*

You communicated with Frost Bank by email on January 24, 2012 "about the management of the trust accounts for my brother Carl and my sister Candy". Your email states "A copy of the trust is attached". The only attachment was the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement".

(a) **Is it your opinion that the 8/25/2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" constitutes the complete trust agreement from which the personal asset trusts are to be created?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is confusing, misleading and capable of causing jury confusion. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

(b) **What was the reason why Frost Bank declined the management of the trust accounts for Carl and Candy?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is vague, confusing, misleading and capable of causing jury confusion. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

My understanding is that Frost Bank declined as a result of real property being located outside the State of Texas. Whether there were other or different reasons, I cannot say.

Interrogatory No.4 *(Really, Interrogatories 11-15)*

In 2011, you, Ann, and Jack each received distributions in the form of Exxon and Chevron securities.

(a) **Were you involved in the decision to distribute those assets? If yes, what trust distribution standard was utilized and what facts were considered in relation to those standards as that criteria relates to each of the five Brunsting beneficiaries?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Exxon and Chevron securities were received while my mother was still alive. They were presented as gifts. I was not involved in mother's decision.

(b) Were you aware that those distributions were not equal?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Yes, I was aware that the gift I received was not the same amount as the gifts received by Ann and Jack. However, to my knowledge, the amounts received by Ann and Jack were equal in amount to similar gifts received by mother's other grandchildren

(c) Were you aware that Carl received no stock or other assets of any kind at that time?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe this is a true statement. I believe, at or around this time, Carl was receiving monies from mother directly and/or via mother's payment of bills, invoices or other expenses.

(d) Were you involved in the decision making process in labeling those distributions as gifts?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe that any monies, securities, etc. given out by mother while she was alive were distributions; but, no, I was not involved in any "decision" of this sort.

(e) Was any specific trust property directed to be distributed by the 8/25/2010 exercise of the Article III Qualified Beneficiary Designation? If yes; what was the specific property, to who

was the specific property directed to be distributed, when, in what proportions and according to what criteria?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I was not a co-trustee until after mother died in November 2011, so I was not involved in anything that occurred up until that time, and Candace's lawsuit began approximately 3 months later. As to specific trust property and its distribution, the documents speak for themselves.

Interrogatory No. 5 *(Really, Interrogatories 16-26)*

As co-trustee, regarding the exercise of "Sole and Absolute Discretion" in recent opposition to a distribution to Candace Curtis:

(a) What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(b) What is the trustee's process for making discretionary distribution decisions?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or

obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(c) What does the trustee require when asked to consider other resources and establish the beneficiary's standard of living?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(d) Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, identify the controlling provisions and the instrument(s) that contain those provisions.

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(e) Does the trustee work with distribution advisors? If so, who and when? If not, why not?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> My ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(f) What types of distributions would the trustees like a beneficiary to receive?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> The documents speak for themselves relative to distribution standards stated therein.

(g) For what purposes can the beneficiary request a distribution from the trust?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> The documents speak for themselves relative to distribution standards stated therein.

(h) When would the trustees like distributions to be made and in what priority?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(i) What circumstances should or should not exist prior to a distribution from "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(j) Who should be involved in the decision making process?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> The documents speak for themselves relative to distribution standards stated therein.

(k) What factors does the decision-maker measure in determining the beneficiary's need for a distribution?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

Respondent invokes all rights and remedies associated with instances of offensive discovery abuse, including without limitation, a request for a protective order. This request is occasioned, in part, by Candace Louise Curtis' abuse of the Texas Rules of Civil Procedure and her violation of "discrete sub-part" standards and restrictions. Candace Louise Curtis has issued more interrogatories than she is permitted to issue under the Rules. Until her interrogatories are re-drafted to remedy the violation, or pending further instructions from the Court, additional objections to the remaining interrogatories are reserved, as are additional factual answers.

(l) What facts were relied upon in your determination to oppose distributions to Candace?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 6 *(Really, Interrogatories 27-29)*

On March 8, 2011, Anita sent an email to you, Candy, and Carole in which she said:

> *"I spoke w/ mom about the whole situation; she listens to reason and can understand our concerns for Carl, and will sign the changes to the trust next week. I have been very forthright in explaining the changes in the trust to her, and that they would be done in order to minimize any pathway that Drina might have to Carl's money. The changes are not to penalize Carl, but to ensure the money goes for his care."*

(a) Did you meet with Candace Freed to discuss any trust business prior to the death of Nelva Brunsting? If yes, provide the dates and explain the purposes for each of those meetings.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) How much were you involved with Anita's efforts to convince Nelva to alter the terms of the trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) How much was Carole involved with Anita's efforts to convince Nelva to alter the terms of the trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No.7 *(Really, Interrogatories 30-31)*

Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

(a) Were you involved in discussions involving the creation or signing of the August 25, 2010 trust amendment instrument(s)? If yes, explain the circumstances leading up to the creation of the instrument.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 8 *(Really, Interrogatories 32-33)*

Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the December 21, 2010 instruments.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 9 *(Really, Interrogatories 34-37)*

Pursuant to the Provisions of the 2005 Restatement, Administration of the Decedent's trust in Article IX:

(a) Did Nelva have the authority to remove the trustees of the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Did the exercise of the Qualified Beneficiary Designation and Testamentary Power of Appointment, dated 8/25/2010, appoint specific property to any specified beneficiary or beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Did the Limited Testamentary Power of Appointment, dated 812512010, direct distributions of principal of the Decedent's Trust in a manner that discharged the surviving Founder's legal obligations to any beneficiary of the Decedent's Trust? If yes, please explain with a specificity as it affects each of the five Brunsting heirs/beneficiaries.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) If Nelva discharged her legal obligations to a beneficiary of the Decedent's Trust, what beneficiary(s) and to what extent did Nelva discharge her legal obligations to those beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 10 *(Really, Interrogatories 38-41)*

Please refer to George Vie's July 15, 2013 letter to the Special Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, also including the $100,000.00 distribution Anita received in 2005 to pay off her house.

Your letter states that:

> *"Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their m id-3 Os); and Carl's*

daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses."

Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Anita and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

(a) Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of intended influence addressed to the Special Master.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules. If none say none.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

In general the July 15, 2013 letter to the Master attempts to provide explanation for the accelerated dissipation of trust assets while our Mother was still alive. These take-my-word-for it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity.

(c) Were you involved in the decision making process for any of those distributions? If yes, explain.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) In your July 15, 2013 letter to the Master you claim "Defendants are individuals, not financial professionals." Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 11 *(Really, Interrogatories 42-56)*

Regarding the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement"

(a) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What changes to the administrative provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(e) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(f) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(g) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(h) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(i) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(j) What changes to the administrative provisions of the Survivor's Trust (Article VIII) were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(k) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(l) Has the Brunsting Family Trust ever been amended or revoked by a court of competent jurisdiction?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(m) **Has the Elmer H. Brunsting Irrevocable Decedent's trust ever been amended or revoked by a court of competent jurisdiction?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(n) **Was any specific trust property directed to be distributed by the 8125/2010 exercise of the Article VIII Limited Testamentary Power of Appointment? If yes, what was the specific property; to who was the specific property directed to be distributed; when, in what proportions; and, according to what criteria?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(o) **What specific trust property was directed to be distributed by the 8/25/2010 exercise of the Article IX limited testamentary power? According to what standard was it to be distributed, when, how and to whom was it to be distributed?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 12 *(Really, Interrogatories 57-65)*

With respect to the August 25, 2010 QBD "Section B. Trustor's Intent in Establishing Personal Asset Trusts,"

Intention 1. To protect and conserve trust principal

EE Bonds have long been known to exist, yet have never been included in the list of assets of the trust, or accounted for by the trustees. This was brought to your attention at the hearing in connection with the Report of Master in July 2013. Anita received a letter from the Treasury dated December 4, 2014, referring to "your recent transaction and/or inquiry", which says the search "identified the unredeemed bonds described on the enclosed list". It goes on to state "The Department of the Treasury requires the properly completed forms be submitted in order to process the claims." A check with the Treasury Department gave a total value of the bonds as approximately $6,452.64. A statement at the end of the Bond List received as an attachment to the correspondence says: "***If there are any bonds marked with an asterisk, they are within one month of their final maturity and may not be reissued or replaced.**" All bonds on the list are marked with an asterisk.

(a) **Why was your inquiry made more than one year after you were noticed of the existence of those EE Bonds?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What claim(s), if any, were requested to be processed?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Were the properly completed forms subsequently submitted? If no, why not? If yes, what were the results and why have the transaction records not been disclosed to Plaintiff(s)?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary

The Decedent's Trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year.

(a) Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you obtained or been given regarding income taxes paid by the trusts, if any?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

(a) In what way have you respected this intention?
Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Answer:

Intention 5 To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

(a) In what way have you considered the needs and resources of beneficiary Candace Curtis in your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What facts did you rely upon in evaluating the needs and personal resources of beneficiary Candace Curtis in your distribution considerations?

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

(a) What inquiry did you make in effort to determine the existence of business ventures or start-ups that beneficiary Candace Curtis may be involved in as a part of your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) In your determination not to fund individual asset trusts what facts were considered in relation to any of the remaining expressed intentions for such actions?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 13 *(Really, Interrogatories 66-69)*

The Bates stamped documents included in Plaintiffs document production P6-P155,"My Trustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

(a) Which of the eight "Do's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Which of the eight "Do's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Which of the nine "Do Not's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) Which of the nine "Do Not's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 14 *(Really, Interrogatories 70-75)*

In establishing Personal Asset Trusts for the beneficiaries

(a) Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What dispositive and administrative provisions flow to the personal asset trusts from the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) What dispositive and administrative provisions flow to the personal asset trusts from the Survivor's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) When the dispositive provisions of the Decedent's Trust and those of the amended Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(e) **When the administrative provisions of the Decedent's Trust and those of the Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(f) **Describe the steps you have taken to honor the provisions of Article X, Section B (l)(a)(i) of the Brunsting Family Trust?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 15 *(Really, Interrogatories 76-77)*

Accounts and Accounting

(a) **How can you create personal asset trusts and fulfill the purposes of the trust without a full, true, and complete statutory accounting?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) **When and how did the acting trustees inform the beneficiaries regarding their beneficial interests?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

OBJECTIONS AND RESPONSES

Request for Production No. 1

Schedule F - Purports to be a partial gifting reconciliation from Elmer and Nelva Brunsting from 2001, as developed from checking transactions. Please provide any bank statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 2

Please provide any Edward Jones statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 3

Please provide a true and correct copy of the "Appointment of Successor Trustees" dated July 1, 2008 referenced in such instruments as the Certificates of Trust bearing Bates Stamps P6783, V&F 000004; P6784, V&F 000005 and P6785, V &F 000006.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 4

Please provide a true and correct copy of the "Agreement" signed by Nelva Brunsting establishing the rate of trustee compensation claimed in the April 2012 spreadsheets and July 2013 Master's report. Please also include a copy of any letters of notice of change in trustee compensation, along with proofs of certified mailing to beneficiaries, as required by the Texas property statutes.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

> Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 5

Please provide any and all parole evidence indicating Nelva's knowledge of and direct participation in discussions related to "changes to the trust" specifically in regard to the instruments dated August 25, 2010, and those dated December 21, 2010.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request. Further, it seeks information, which – if it exists – is in the hands of third parties over whom Respondent has no control.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 6

Please provide copies of all supporting documentation upon which 2014 taxes were calculated and paid in regard to any Brunsting related trust(s).

Response:

Materials responsive to this Request have previously been provided by Anita Brunsting directly and/or through counsel. Additional responsive materials are in the process of being accumulated and will likewise be provided by Anita Brunsting directly and/or through counsel.

VERIFICATION

STATE OF TEXAS §
§
COUNTY OF Comal §

Before me, the undersigned notary, on this day personally appeared AMY RUTH BRUNSTING, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

My name is Amy Ruth Brunsting, and I am over 18 years of age, of sound mind and capable of making this verification. I have read answers to the interrogatories issued to me by Candace Louise Curtis. Unless otherwise noted in the content of the answers, the facts stated are within my personal knowledge and are true and correct.

Amy Brunsting
Printed Name: Amy Brunsting
Date: 6-19-15

Sworn to and subscribed before me by Amy Brunsting on the 19 day of June, 2015.

KIMBERLY A JOHNESE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2015

Kimberly A Johnese
Notary Public in and for the State of Texas

Exhibit 23

Anita's June 4, 2015 answers to interrogatories

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, et al	§	
	§	
v.	§	
	§	
ANITA KAY BRUNSTING, et al	§	

Anita Kay Brunsting 's Response to Candace Louise Curtis' First Written Interrogatories

Anita Kay Brunsting serves her response to Candace Louise Curtis' first written interrogatories.

Respectfully submitted,

/s/ Brad Featherston

Stephen A. Mendel (13930650)
Bradley E. Featherston (24038892)
The Mendel Law Firm, L.P.
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Houston, Texas 77079
Tel: 281-759-3213
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Counsel for Anita Kay Brunsting
In Capacities at Issue

Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Candace Louis Curtis
218 Landana Street
American Canyon, CA 94503
Tel: 925-759-9020

Pro Se

Bobbie G. Bayless
2931 Ferndale
Houston, Texas 77098
O: 713-522-2224; F: 713-522-2218

Attorney for Drina Brunsting,
Alleged Attorney in Fact for
Carl Brunsting

Darlene Payne Smith
1401 McKinney, 17TH Floor
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O: 713-752-8640; F: 713-425-7945

Attorney for Carole Ann Brunsting

Neal Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, TX 77079
O: 281-870-1124; F: 281-870-1647

Attorney for Amy Brunsting

via email on June 4, 2015.

/s/ Brad Featherston
_____
Bradley E. Featherston

Response to Written Interrogatories[1]

Anita Brunsting objects to Candace's interrogatories and request for production made pursuant to "fiduciary obligations." Interrogatories and request for production are exclusive to the Texas Rules of Civil Procedure and are not contemplated by the trust instruments nor any other applicable law. To the extent Candace's interrogatories and request for production are made pursuant to fiduciary obligations under the trust instruments then, pursuant to the trust, the Trustee requires that Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

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1. In your exercise of discretion, which of the Founders' ten intended purposes and what aspects of the HEMS standard were factored into your determination to oppose a distribution to beneficiary Candace from her personal asset trust, and upon what set of facts did your determination rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, see Anita's response to Candace's request for distributions that was filed with the Court and which documents speak for themselves.

2. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Carole, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

3. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Candace, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

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[1] Candace's Interrogatories were renumbered for the convenience of the parties and the Court.

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

4. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Amy, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

5. Which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in not transferring Exxon Stock to Carl, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, presumably the inquiry relates to the time period Nelva Brunsting was alive and Nelva Brunsting did not instruct an Exxon Stock transfer to Carl.

6. What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the distribution standards are as set forth in the trust instruments, which were interpreted as written.

7. What is/was the trustee's process for making discretionary distribution decisions?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the process is as set forth in the trust instruments.

8. What does the trustee require when asked to consider other resources and establish the beneficiary's standard of living?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. The trustee requires what the trust instruments provide.

9. Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, under which provision of what instrument(s)?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the trust instruments speak for themselves.

10. Does the trustee work with distribution advisors? If so, who and when? If not, why not?

RESPONSE: The trustee has not worked with distribution advisors. No distributions have been made since the Nelva's death due to the litigation filed by Candace and Carl.

11. When and how did the acting trustees inform the beneficiaries of their beneficial interests?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, prior to defendant's appointment as trustee, on or about October 23, 2010, Candace was informed of her beneficial interest via email. Shortly after Nelva's death in November 2011, the trustees and their counsel were in the process handling the trust affairs incident to Nelva's death. The trustees and

their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries.

12. What types of distributions would the trustees like a beneficiary to receive?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

13. For what purposes can the beneficiary request a distribution from the trust?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the beneficiary can request a distribution for the purposes contained in the trust instruments.

14. When would the trustees like distributions to be made and in what priority?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, Subject to, and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

15. What circumstances should or should not exist prior to a distribution from "the trust"?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, with respect to Candace, the Court must resolve Candace's claims and allegations in the pending lawsuit and, in particular, Candace's allegation that the no contest provisions in the trust instruments are unenforceable, prior to a distribution.

16. Who should be involved in the decision making process?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court and the parties to the litigation should be involved in the decision making process.

17. What factors does the decision-maker measure in determining the beneficiary's need for a distribution?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court would consider the factors set forth in the trusts.

18. Describe the steps you have taken to honor the provisions of Article X, Section B (1)(a)(i) of the Brunsting Family Trust?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. The referenced section was superseded by Nelva and therefore, is inapplicable.

19. Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

RESPONSE: After Nelva's death, defendant began the process of collecting assets, informing trust beneficiaries, and working the attorneys specifically referenced in such section to implement the terms of the trust instruments. The trustees and their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries. Candace then brought litigation.

20. A copy of the 8/25/2010 QBD was included in the October 23, 2010 email attachments. How did you come to be in possession of the 8/25/2010 QBD on October 23, 2010 when Nelva was the only then serving trustee?

RESPONSE: Nelva provided defendant such instrument.

21. What was your forthright explanation to Nelva regarding the changes that you planned for her to make to the trust and what were the exact changes that you intended to be made?[2]

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and is a compound question. Defendant never planned to make any changes to the trust for Carl. It was defendant's understanding that Nelva planned to make changes to the trust. There was a concern by Nelva, defendant, and defendant's siblings that Carl's future well-being may not be met by Drina, and that Drina may take steps to reach Carl's share of trust assets. Nelva never signed the changes into effect.

22. Where are the documents you referred to that you intended for Nelva to sign?[3]

RESPONSE: To defendant's knowledge they were never signed. Defendant does not know what happened to such documents.

23. What was the date of your prior inquiry and why was the inquiry made more than one year after you were noticed of the existence of those EE Bonds?

RESPONSE: Candace and Carl consistently and repeatedly accused Carol of stealing bonds that were alleged to be in the name of Nelva or Elmer. Defendant did not see a record of the bonds being in the name of the trusts. In late 2014, Carol informed defendant that she could request a record of the outstanding bonds, which was done in mid to late 2014.

24. What claim(s), if any, were you asking to be processed?

RESPONSE: None.

25. Did you subsequently submit the properly completed forms? If no, why not? If yes, what were the results and where are the transaction records?

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[2] This is a question about a March 8, 2011 email from Anita.

[3] This is a question about a March 8, 2011 email from Anita.

RESPONSE: No, because Candace would not agree to the disposition of the bonds and the legal fees to seek court approval to cash the bonds in light of Candace's failure to agree made the transaction cost prohibitive.

Defendant objects to the balance of the interrogatories as exceeding the limits of permissible discovery under the Texas Rules of Civil Procedure. Defendant further objects to the balance of the interrogatories because Candace has not paid Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary,

(a) The decedent's trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year. Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you been given regarding income taxes paid by the trusts, if any?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) When considering funding for Mother's day-to-day needs prior to the establishment of the Rights of Survivorship account in the name of Carole Brunsting and Nelva Brunsting, what criteria did you use when you liquidated assets in the Edward Jones account? Was avoidance of capital gains tax a factor? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

5. Trustee Manual: The Bates stamped documents included in Plaintiff's document production P6-P155, "MyTrustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

(a) Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

i. Which of the eight "Do's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Which of the eight "Do's" have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iii. Which of the nine "Do Not's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iv. Which of the nine "Do Not's" have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

6. Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

7. Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

8. Please refer to the RESPONSE OF DEFENDANTS TO REPORT OF MASTER, filed

August 27, 2013, and answer the following:

Regarding trustee compensation,

(a) At the point in time when you paid your personal credit card debts from trust assets, were you aware that paying personal debt obligations directly out of trust accounts can be considered self-dealing or co-mingling, whether you were entitled to trustee compensation or not? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Appendix A, Section 1. states that Vacek & Freed determined the percentage amount of your fee to be 2% of the trust value of $2,291,300, or $45,826.00. What date was the fee calculation determined? What trust was the value based upon? What trust assets and their corresponding values were used in the calculation? Why was this calculated on an annual basis, rather than monthly or quarterly, since the value of the trust diminished every single month? What provision(s) in the trust set forth the standard for calculating this rate of compensation?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

9. Please refer to George Vie's July 15, 2013 letter to the Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, and the distribution you received in 2005 to pay off your house.

Your letter states that:

"Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses." Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Amy and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

(a) Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of influence addressed to the Special Master.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in

the Texas Rules of Civil Procedure.

(b) Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) In general the July 15, 2013 letter to the Master attempts to provide excuses for the sudden acceleration of dissipation of mass quantities of trust assets while our Mother was still alive. These take-my-word-for it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity. What was the distribution standard applied to those transactions? What effect did these transactions have on the value of the trust assets, trust tax liabilities, and the personal tax liabilities of the recipients? What were the facts upon which discretion was exercised in each of these transactions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) In your July 15, 2013 letter to the Master you claim "Defendants are individuals, not financial professionals." It is presumed you knew of this fiscal incompetence before accepting the appointment to a fiduciary office. Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(f) In a letter dated May 22, 2012, Edward Jones states "We're contacting you because either your financial advisor recently updated your account information or it has been three years since we last verified your information." It goes on to ask you to "Please review the enclosed pages, which list your account information. If the information is correct, you do not need to return this letter." This information contains the following:

Net Worth (must exclude value of primary residence): $1,700,000

Annual Income: $64,000

Prior Investment Experience: (4) Extensive Experience

Risk Profile: (3) Moderate

Current Occupation: Homemaker

Did you return the letter? If not, why not? When did you provide this information to Edward Jones originally?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

10. The following questions refer to information contained in the 2011 Form 1040 for Nelva E Brunsting, prepared by Kroese & Kroese P.C., signed by you as fiduciary "Under penalties of perjury".

(a) Line 15a IRA distributions = $58,792 / 15b Taxable amount = $58,792. On February 24, 2010, Mother executed a Change of Beneficiary Designations for IRA Account at Edward Jones, designating the five of us as " beneficiaries in equal shares". A previous List of Beneficiaries under Edward Jones letterhead, dated July 23, 2009, stated the same designation. On May 23, 2011, an electronic transfer was made from the IRA account number 609-91956-1-9, to the B of A account ending in 1143, in the amount of $54,000.

i. Were you aware of Mother's beneficiary designation for her IRA? If yes, why did you fail to follow it? If no, how could you not be?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Did you know this transaction would cause a tax liability for Mother?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Schedule A Medical and Dental expenses are listed as $118,893.

i. Many of the caregiver payments contained reimbursements for meals and incidental expenses purchased on behalf of our Mother. Were these reimbursementsincluded in the caregiver costs? If so, what is the total for these reimbursements? Did the preparer know these reimbursements were included? If so, please provide support of the preparer's knowledge.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. IRS Publication 926 Household Employer's Tax Guide sets forth the rules for employment taxes. You were required to withhold and pay social security and Medicare taxes on the wages. As the employer you can choose to pay this yourself and not withhold it. Did you

withhold social security and Medicare from the caregivers paychecks? If no, why not? Did you pay 13.3% of gross wages on behalf of the caregivers to the IRS? If no, why not? Did you issue a W-2 to each caregiver? If no, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) Did you seek the advice of a professional in connection with employing caregivers and related employment taxes? Did you seek the advice of a professional regarding what medical and dental expenses are deductible? If so, who did you consult with and what did they tell you?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

11. Numerous distributions have been made and some requests for distribution have been declined or opposed by you based upon your exercise of discretion.

(a) To what extent, if any, did Amy participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) To what extent, if any, did Carole participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) To what extent, if any, did Candace participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) To what extent, if any, did Carl participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) To what extent, if any, did Candace Freed participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

* * * * *

Exhibit 24

Candace email statutory demand for accounting

MIME-Version: 1.0
Content-Type: multipart/mixed; boundary="----=_Part_483675_1625879494.1443134736376"

On Monday, June 15, 2015 3:40 PM, Candace Curtis <occurtis@sbcglobal.net> wrote:

Anita and Amy have a fiduciary **obligation** to provide **ALL** of the beneficiaries with the same information regarding trust income and expenses, on a regular basis. **IT IS THEIR DUTY TO ACCOUNT,** and to keep us advised of our beneficial interests, yet they have failed to properly do so for more than 4 and a half years.

Judge Butts' September 4, 2014 order states that the trustees:

"- provide all parties with notice of their intent to pay all federal income taxes... within five business days of the receipt of the amount of taxes due along with all documentation received from the accountant of the amount of such taxes and provide all parties with copies of all tax returns to be filed... and all invoices form the accountant related to the preparation of federal and state income tax returns...; and provide all parties with copies of the checks paid within five business days of the date of payment and a copy of all executed documents filed with the checks;"

Your flagrant disrespect of the federal injunction, calling it questionable, and Anita's willful violation of the injunction is contemptible, to say the least.

None of the criteria of Judge Butts' order has been met.

Please provide the backup for the 2014 Decedent's Trust Form 1041. Line 14 - Attorney, accountant, and return preparer fees, in the amount of $16,831, needs to be supported in more detail, as does the capital gain on line 4.

Please send copies of all bank and brokerage statements for 2014. It is possible these were forwarded earlier to prior counsel, but I don't have them.

The payment to Kroese & Kroese P.C. for the "farm lease" (BRUNSTING005519) was unauthorized and a violation of the injunction.

Amy and Anita's failure to negotiate the EE Bonds before they reached the point where they "may not be reissued or replaced" cannot be excused. The assertion that they did not know about them, when they themselves disclosed their existence in their April 9, 2013 CD, simply won't cut it. On August 13, 2013, in response to their objection to the Report of Master, at item 4, I identify the missing EE Bonds as known assets of the trust that the trustees did not account for. On September 3, 2013, at a hearing on the Report of Master, during Mr. West's testimony, he mentioned his curiosity as to the whereabouts of said bonds. A check with the Treasury Department website revealed how easy it is to have the bonds replaced or reissued when they have been lost, or stolen (as the case may be). One need only submit the documentation as listed on the attached letter I received from the Treasury Department, dated October 8, 2014. I do not possess this documentation, the trustees are supposed to have these instruments.

This failure equates to approximately $6,500.00 in lost value of the trust assets. Whether it is irresponsible, reckless, careless, negligent, or intentional, is inconsequential in the face of the blatant refusal of the trustees to properly protect and account for these assets. It is not even a little amusing that three years after Anita allegedly became trustee, that she should claim

ignorance as to the trusts' ownership interest in those bonds or that after more than 2 years of attempting to get them to account for the bonds it is apparently the plaintiff's fault for not consenting to the trustees' cashing of bonds not even in their possession.

This electronic communication shall stand as a demand for a full, true, and complete accounting, certified as such, in conformance with the Texas Property Code and the common law.

It is also my final informal demand for the fiduciary disclosure, which the trustees full well know is the property of all five beneficiaries, and I do not have to pay them anything to meet their fiduciary obligations. Let's start with the July 1, 2008 appointment that you assert has already been disclosed.

Candace L. Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

Attachments:

10082014 EE Bond Treasury Response Letter to candy.pdf	4.4 MB

Exhibit 25

Defendants 1st Amended Disc Responses

THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

To: Bobbie G. Bayless **Fax:** (713) 522-2218

Phone:

From: Cory S. Reed **Phone:** (713) 403-8213

Date: March 4, 2014 **Time:**

File No: 00520.415 **User ID:** REEDC

Re: Cause No. 2013-05455; *Carl Henry Brunsting, et al v. Candace L. Kunz-Freed, et al*; In the 164th Judicial District Court of Harris County, Texas

There are 28 **pages being sent, including this page.**

If you are having difficulty receiving this document, please call:

Rosie Gonzalez **at** (713) 403-8396

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

Message: **Please see attached.**

Confidentiality Notice: This message is intended only for the use of the individual or entity to whom it is addressed and may contain information that is confidential and protected from disclosure by law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any distribution or copying is prohibited. If you received this communication in error, please notify us immediately by telephone (collect), and return the original to us at the address below via U.S. Postal Service.

THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

Cory S. Reed
Direct Dial: (713) 403-8213
creed@thompsoncoe.com

Austin
Dallas
Houston
Los Angeles
Northern California
Saint Paul

March 4, 2014

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

Re: No. 2013-05455; *Carl Henry Brunsting, et al v. Candace L. Kunz-Freed, et al*; In the 164th Judicial District Court of Harris County, Texas.

Dear Ms. Bayless:

Enclosed, please find the following:

1. Defendants' First Amended Objections and Responses to Plaintiff's First Request for Production; and

2. Defendant Candace L. Kunz' First Amended Objections and Answers to Plaintiff's First Set of Interrogatories.

Sincerely,

Cory S. Reed

/rg
Enclosures

1979525v1
00520-415

CAUSE NO. 2013-05455

CARL HENRY BRUNSTING, INDEPENDENT EXECUTOR OF THE ESTATES OF ELMER H. BRUNSTING AND NELVA E. BRUNSTING,	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
V.	§	HARRIS COUNTY, TEXAS
CANDACE L. KUNZ-FREED AND VACEK & FREED, PLLC F/K/A THE VACEK LAW FIRM, PLLC,	§	
Defendants.	§	164TH JUDICIAL DISTRICT

DEFENDANTS' FIRST AMENDED OBJECTIONS AND RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION

TO: **CARL HENRY BRUNSTING, INDEPENDENT EXECUTOR OF THE ESTATE OF ELMER H. BRUNSTING AND NELVA E. BRUNSTING**, Plaintiff, by and through his attorney of record, Bobbie G. Bayless, Bayless & Stokes, 2931 Ferndale, Houston, Texas 77098.

Pursuant to Rule 196, TEXAS RULES OF CIVIL PROCEDURE, Defendants **CANDACE L. KUNZ-FREED AND VACEK & FREED, PLLC F/K/A THE VACEK LAW FIRM, PLLC** hereby submits their First Amended Objections and Responses to Plaintiff's First Request for Production.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: _____

Zandra E. Foley
State Bar No. 24032085
Cory S. Reed
State Bar No. 24076640
One Riverway, Suite 1600
Houston, Texas 77056
Telephone: (713) 403-8200
Telecopy: (713) 403-8299
E-Mail: zfoley@thompsoncoe.com
E-Mail: creed@thomspsoncoe.com

ATTORNEYS FOR DEFENDANTS, CANDACE L. KUNZ-FREED AND VACEK & FREED, PLLC F/K/A THE VACEK LAW FIRM, PLLC

CERTIFICATE OF SERVICE

I hereby certify that pursuant to the Texas Rules of Civil Procedure, on this the 4th day of March, 2014, a true and correct copy of this document has been forwarded by certified mail, facsimile and/or e-filing to counsel:

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

_____
Cory S. Reed

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: All agreements with Elmer Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 2: All agreements with Nelva Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 3: All agreements with Anita Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 4: All agreements with Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 5: All agreements with Carole Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants object to

this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 6: All joint defense agreements with any party concerning the Brunsting Trust dispute.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 7: All invoices for services provided or expenses incurred on behalf of Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 8: All documents reflecting payments made on the invoices described in number 7 above.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 9: All invoices for services provided or expenses incurred on behalf of Anita and/or Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time.

Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 10: All documents reflecting payments made on the invoices described in number 9 above.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 11: All invoices for services provided or expenses incurred on behalf of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 12: All documents reflecting payments made on the invoices described in number 11 above.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 13: All correspondence, including emails, with Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 14: All correspondence, including emails, with Anita Brunsting prior to the establishment, if any, of an attorney client relationship with her.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 15: All correspondence, including emails, with Amy Brunsting prior to the establishment, if any, of an attorney client relationship with her.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 16: All correspondence, including emails, with Carole Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 17: All correspondence, including emails, with Carl and/or Drina Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 18: All correspondence, including emails, with Carl Brunsting's daughter, Marta.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 19: All correspondence, including emails, with any third parties, other than your attorney, about Nelva Brunsting, any other member of the Brunsting family, and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 20: All drafts of documents prepared by Vacek & Freed for Nelva Brunsting's signature.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 21: Originals of all documents signed by Nelva, Elmer, Anita, Amy, Candy, Carole, or Carl Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 22: Originals of all documents notarized by Candace Freed involving Elmer, Nelva, Anita, Amy, Candy, Carole, or Carl Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 23: Originals of all documents notarized or witnessed by anyone at Vacek & Freed, PLLC other than Candace Freed which involve Elmer, Nelva, Anita, Amy, Candy, Carole, or Carl Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 24: All opinion letters or reports provided concerning Elmer, Nelva, Amy, Anita, Candy, Carole, or Carl Brunsting or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 25: All opinion letters or reports sought or received from any third parties concerning Elmer, Nelva, Amy, Anita, Candy, Carole, or Carl Brunsting or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 26: All joint representation or conflict of interest disclosures provided to Elmer, Nelva, Anita and/or Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause,

is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 27: All documents establishing your attorney/client relationship with Elmer and/or Nelva.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 28: All documents terminating your attorney/client relationship with Nelva.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 29: All documents establishing your attorney/client relationship with Anita, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 30: All documents terminating your attorney/client relationship with Anita, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause,

is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 31: All documents terminating your attorney/client relationship with Amy, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 32: All documents establishing your attorney/client relationship with Amy, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 33: All documents relating to any referrals of Anita and/or Amy, either individually or as trustees of any of the Brunsting Trusts, to other attorneys.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 34: All cell phone and/or long distance records and logs reflecting telephone calls with Anita, Amy, and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 35: All long distance records and logs reflecting faxes to Anita, Amy, and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 36: All logs reflecting faxes from Anita, Amy and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 37: All cell phone records reflecting calls with Nelva from July 1, 2010 to the present.

RESPONSE: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 38: All records reflecting 'faxes to or from Nelva from July 1, 2010 to the present.

RESPONSE: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 39: All cell phone records reflecting calls with Carl and/or Drina Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 40: All records reflecting faxes to or from Carl and/or Drina Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 41: All cell phone records reflecting calls with Carole Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 42: All records reflecting faxes to or from Carole Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 43: All investigators' reports relating to the Brunsting family and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 44: All tape recordings and/or video recordings involving any Brunsting family member and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 45: All photographs involving any Brunsting family member and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 46: All materials provided to Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, harassing, and fails to specify those documents sought with reasonable particularity. Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, and is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it documents that are equally available to Plaintiff.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants could not possibly recall every material ever provided to Elmer and/or Nelva

Brunsting. Please see the responsive documents previously produced which Defendants specifically recall providing to them.

REQUEST FOR PRODUCTION NO. 47: All communications to beneficiaries of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 48: All calendars reflecting legal work and/or meetings or telephone conferences with any member of the Brunsting family or with any third parties concerning Brunsting family issues and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 49: All source documents used to prepare any accountings relating to assets owned by Elmer Brunsting, Nelva Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 50: All speeches, outlines and/or materials distributed at presentations made by Vacek & Freed attorneys or employees which were attended by Elmer or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, harassing, and fails to specify those documents sought with reasonable particularity. Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, and is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants do not recall which presentations were attended by Elmer and/or Nelva Brunsting.

REQUEST FOR PRODUCTION NO. 51: All speeches, outlines and/or materials distributed at presentations made by Vacek & Freed attorneys or employees since January 1, 2008.

RESPONSE: Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, does not state with reasonable particularity what is being called for, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants will supplement related speeches, outlines and/or materials distributed at presentations in accordance with the Texas Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 52: All pleadings from any cases in which you have been named as a party since January 1, 2008, other than those relating to the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants also object to this request because it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent it seeks public information that is equally available to Plaintiff.

REQUEST FOR PRODUCTION NO. 53: All expert designations identifying attorneys at Vacek & Freed as experts in any cases since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 54: All opinions or expert reports concerning fiduciary or trust issues prepared by any attorney with Vacek & Freed since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 55: All designations of experts, reports prepared by experts, and depositions of experts in cases in which you have been named as a party since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 56: All exhibits you plan to offer in the trial of this case.

RESPONSE: Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories of Defendants' counsel, and thereby invades the work product privilege.

Subject to the foregoing objection and without waiving the same, Defendants respond as follows: Defendants will timely supplement such documents in accordance with the Texas Rules of Civil Procedure, if necessary.

CAUSE NO. 2013-05455

CARL HENRY BRUNSTING, INDEPENDENT EXECUTOR OF THE ESTATES OF ELMER H. BRUNSTING AND NELVA E. BRUNSTING,	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
V.	§	HARRIS COUNTY, TEXAS
CANDACE L. KUNZ-FREED AND VACEK & FREED, PLLC F/K/A THE VACEK LAW FIRM, PLLC,	§	
Defendants.	§	164TH JUDICIAL DISTRICT

DEFENDANT CANDACE L. KUNZ' FIRST AMENDED OBJECTIONS AND ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

TO: **CARL HENRY BRUNSTING, INDEPENDENT EXECUTOR OF THE ESTATE OF ELMER H. BRUNSTING AND NELVA E. BRUNSTING,** Plaintiff, by and through his attorney of record, Bobbie G. Bayless, Bayless & Stokes, 2931 Ferndale, Houston, Texas 77098.

Pursuant to Rule 197, TEXAS RULES OF CIVIL PROCEDURE, Defendants **CANDACE L. KUNZ** hereby submits her First Amended Objections and Answers to Plaintiffs' First Set of Interrogatories.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: _____

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ATTORNEYS FOR DEFENDANTS, CANDACE L. KUNZ-FREED AND VACEK & FREED, PLLC F/K/A THE VACEK LAW FIRM, PLLC

CERTIFICATE OF SERVICE

I hereby certify that pursuant to the Texas Rules of Civil Procedure, on this the 4th day of March, 2014, a true and correct copy of this document has been forwarded by certified mail, facsimile and/or e-filing to counsel:

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

_____
Cory S. Reed

INTERROGATORIES

INTERROGATORY NO. 1: Provide any cell phone numbers you have had since July 1, 2010 and identify the company providing cell phone service for each such number.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 my cell phone number has been (281) 217-0013.

INTERROGATORY NO. 2: Identify the company providing your long distance service both at work and at home since July 1, 2010.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 the provider of my long distance service at home has been AT&T and at the office has been Cbeyond, Inc.

INTERROGATORY NO. 3: Provide all email addresses you have had since July 1, 2010 and identify the internet service provider for all such addresses.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 I have used Candace@vacek.com and freedcandace@sbcglobal.net.

INTERROGATORY NO. 4: If you contend Nelva Brunsting had capacity at each time after July 1, 2010 when she signed documents prepared by Vacek & Freed, state all actions you took to insure her capacity.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal its evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Nelva Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested.

INTERROGATORY NO. 5: If you contend Nelva Brunsting lost capacity at some point after July 1, 2010, state when that occurred, how it was determined she lacked capacity, what documents it prevented her from signing, and all facts indicating her lack of capacity at that point.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: At no time before or after July 1, 2010 have I ever stated that Ms. Brunsting lost capacity.

INTERROGATORY NO. 6: Please indicate all steps taken to ensure that Nelva Brunsting was not unduly influenced by other parties in connection with documents prepared by Vacek & Freed after Elmer Brunsting's death.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested. I do not think/believe Ms. Brunsting was influenced by other parties, because at no time were any material changes made in the disposition of her estate plan with respect to the beneficiaries.

INTERROGATORY NO. 7: Describe all steps taken after July 1, 2010 to ensure that the beneficiaries of the Brunsting Trusts were treated impartially.

ANSWER: Defendant objects that this interrogatory is vague, ambiguous, overbroad, unduly burdensome, and fails to specify the information sought with reasonable particularity. Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: Ms. Brunsting had a general power of appointment over the Survivor's Trust assets and a Limited Power of Appointment over the Decedent's Trust assets among the joint descedents of Elmer and Nelva. These power of appointments allowed her to include or exclude descendants of both Nelva and Elmer Brunsting from the assets. No notice is required to be given if she had exercised these limited and general powers of appointment. Notwithstanding, at one point in time, Ms. Brunsting requested that I draft documents removing one of her grandchildren as a remainder beneficiary. After further discussion, Ms. Brunsting decided not to sign the power of appointment.

INTERROGATORY NO. 8: Describe all steps taken to ensure that the beneficiaries of the Brunsting Trusts were properly informed concerning the terms and activities of the Brunsting Trusts after Elmer Brunsting died.

ANSWER: Defendant objects that this interrogatory is vague, ambiguous, overbroad, unduly burdensome, and fails to specify the information sought with reasonable particularity. Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: Ms. Brunsting had a general power of appointment over the Survivor's Trust assets and a Limited Power of Appointment over the Decedent's Trust assets. These powers of appointments allowed her to include or exclude descendants of both Nelva and Elmer Brunsting from the assets. No notice was required to be given if she had exercised these powers of appointment. Ms. Brunsting was the primary beneficiary of both the Decedent's Trust and the Survivor's Trust until her passing. Upon her death, I provided the Successor Trustees with a document titled "I'm a Trustee Now What." This document provided the Successor Trustees with information related to their fiduciary duties as an acting trustee and accounting requirements. It would be the Successor Trustee(s) responsibility to keep the beneficiaries informed of the terms and activities of the Trust according to the terms of the Trust.

INTERROGATORY NO. 9: Describe all steps taken to ensure that Nelva Brunsting's interests were protected both before and after she resigned as trustee.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested. Specifically, I explained to Ms. Brunsting the effect of the resignation and that the resignation was revocable and could be reversed if she later desired. Also, as a matter of course, trustees are advised of their fiduciary duty to the beneficar(ies) and their duty to account for trust assets. Trustees are advised to be familiar with and defer to the trust documents.

INTERROGATORY NO. 10: Describe all steps taken to ensure that the assets of the Brunsting Trusts were preserved after July I, 2010.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I did not take any steps to preserve the Trust assets. It is one of the duties of the Trusee(s) to preserve the assets of the trust.

INTERROGATORY NO. 11: Describe all steps taken to determine the nature and values of the assets owned by Elmer Brunsting, Nelva Brunsting, or by any of the Brunsting Trusts at the time of Elmer Brunsting's death and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: After the death of a Grantor, the remaining trustee or successor trustee may engage my firm to assist in the identification of assets, titling, and if recommended or desired, implement tax planning and file federal estate tax return, if necessary. In this case, Ms. Brunsting did retain our firm to advise on the administration of the Trust and to implement the tax planning, including the funding of a credit shelter trust. In fact, I met with Ms. Brunsting a minimum of three times to discuss the value and existence of assets. Date of death values are/were obtained from brokers, appraisers, tax preparers, and banks, as well as the internet, evaluation programs and monthly account statements provided by Ms. Brunsting herself. These values are/were used to determine proper allocation among trusts and then are divided according to the terms of the trust agreement, State law and Trustee discretion. In this case, asset information was obtained from the following persons or companies:

Rich Rikkers
Bennie K. Jans, Broker at Jans Real Estate
Darlene at Edward Jones
Nelva Brunsting
Harris County Appraisal District
Anita Brunsting
Kelley Blue Book
John Hancock: Donna Vickers
Securian: Erin Nuccum
BNY Mellon
Computershare
Metlife: Clare Cook, Douglas Uhling
Ohio State Life Insurance Co
ChaseMellon Shareholder Services
Bank of America
BlueBonnett Credit Union

INTERROGATORY NO. 12: Describe all steps taken to determine the nature and values of the assets owned by the Brunsting Trusts at the time of Nelva Brunsting's resignation as trustee and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I did not take any steps to determine the nature and value of the assets owned by the Trusts at the time of Ms. Brunsting's resignation as trustee, and I was requested or engaged to do so. One of the duties of the Successor Trustee would have been to determine the Trusts assets.

INTERROGATORY NO. 13: Describe all steps taken to determine the nature and values of the assets owned by Elmer Brunsting's estate, Nelva Brunsting, or by any of the Brunsting Trusts at the time of Nelva Brunsting's death, and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: After the death of a Grantor, the remaining trustee or successor trustee may engage my firm to assist in the identification of assets, titling, and if recommended or desired, implement tax planning and file federal estate tax return, if necessary. Date of death values are obtained from brokers, appraisers, tax preparers, and banks, as well as the internet, evaluation programs and monthly account statements. These values are used to determine proper allocation among trusts and then are to be divided according to the terms of the trust agreement. In this case, asset information was obtained from the following persons or companies:

Anita Brunsting
Amy Brunsting
Carol Brunsting
Candace Curtis
Bank of America Statements
Houston Association of Realtors
Harris County Appraisal District
BNY Mellon
Bluebonnett Credit union
Internal Revenue Services
Lincoln Financial Group
Edward Jones
Doug Williams
Kally Mouw, Certified Appraiser

INTERROGATORY NO. 14: Specify the dates and locations of all meetings any representative of Vacek & Freed had with Nelva Brunsting after July 1, 2010 and identify all parties attending such meetings.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I met with Ms. Brunsting in her residence on December 21, 2010. At this time I cannot recall everyone present, but believe remember Anita Brunsting, Amy Brunsting, and Carole Brunsting, along with a caregiver to have been present.

INTERROGATORY NO. 15: Specify the date of every telephone conference any representative of Vacek & Freed had with Nelva Brunsting after July 1, 2010 and identify any other parties participating in each telephone conference.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Ms. Brunsting and a representative of Vacek & Freed after July 1, 2010:

October 7, 2010 (am) – Candace Kunz-Freed and Nelva Brunsting. Carol Brunsting was on the telephone for part of the conversation.
October 7, 2010 (pm) – Candace Kunz-Freed and Nelva Brunsting.
October 11, 2010 – Summer Peoples and Nelva Brunsting.
October 11, 2010 – Candace Kunz-Freed, Susan Vacek, and Nelva Brunsting.
October 14, 2010 – Summer Peoples and Nelva Brunsting.
October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

INTERROGATORY NO. 16: Specify the date of every telephone conference any representative of Vacek & Freed had with Anita Brunsting after July 1, 2010 and identify any other parties participating in each telephone conference.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Anita Brunsting and a representative of Vacek & Freed after July 1, 2010 and up to the time Nelva resigned:

July 20, 2010 – Candace Kunz-Freed and Anita Brunsting.
October 6, 2010 – Candace Kuntz-Freed and Anita Brunsting.
October 11, 2010 – Summer Peoples and Anita Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

INTERROGATORY NO. 17: Specify the date of every telephone conference any representative of Vacek & Freed had with Amy Brunsting after July 1, 2010 and identify any other party participating in the call.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Amy Brunsting and a representative of Vacek & Freed after July 1, 2010 and up to the time Nelva resigned:

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned..

INTERROGATORY NO. 18: Specify the date of every telephone conference any representative of Vacek & Freed had with Carole Brunsting after July 1, 2010 until the present and identify any other party participating in the call.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Amy Brunsting and a representative of Vacek & Freed after July 1, 2010:

October 7, 2010 (am) – Candace Kunz-Freed and Nelva Brunsting. Carol Brunsting was on the telephone for part of the conversation.
October 13, 2010 – Candace Kuntz-Freed and Carol Brunsting.
October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

Subject:	Hearing Date Request
From:	Candace Curtis (occurtis@sbcglobal.net)
To:	clarinda.comstock@prob.hctx.net;
Date:	Tuesday, February 9, 2016 6:26 PM

Dear Judge Comstock:

The motion I filed today asks that Judge Butts order the transfer of the related District Court case to Probate Court #4. Hearing on the transfer motion should not be necessary. However, at this time I would respectfully request a hearing date for the following dispositive motions and any other dispositive motions the Court deems appropriate to resolve at the hearing:

1. Plaintiff Curtis' Answer with Motion and Demand to Produce Evidence (PBT-2015-227757)
2. Plaintiff Curtis' Verified Motion for Partial Summary Judgment and Petitions for Declaratory Judgment (PBT-2016-26242)

Respectfully submitted,

Candace L. Curtis
Plaintiff pro se
Beneficiary of the Brunsting family of trusts
Heir to Nelva E. Brunsting
218 Landana Street
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REPORTER'S RECORD

VOLUME 1 OF 1

COURT CAUSE NO. 412.249-401

APPELLATE NO. _____

THE ESTATE OF: NELVA E. BRUNSTING, DECEASED	)	IN THE PROBATE COURT NUMBER 4 (FOUR) OF HARRIS COUNTY, TEXAS

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MOTION TO TRANSFER

STATUS CONFERENCE

MOTION FOR CONTINUANCE

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On the 9th day of March, 2016, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable Clarinda Comstock Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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VOLUME 1
(MOTION TO TRANSFER/STATUS CONFERENCE/
MOTION FOR CONTINUANCE)

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March 9, 2016

PROCEEDINGS

THE COURT: Okay. So, calling Cause Number 412.249 in the 409, Nelva E. Brunsting, Deceased.

We have several matters to address in this file today.

We were asked to consider a motion to transfer consolidate -- motion to transfer cause in district court to Probate Court 4 which is what was originally set in this case. I now have a motion for continuance in that matter or for continuance of that motion.

Zandra Foley, the attorney representing Candace Kunz-Freed and Vacek & Freed; is anyone here from that firm today?

MR. REED: I am, Your Honor. Cory Reed for Thompson, Coe.

THE COURT: Thank you. I'm sorry, tell me your name again.

MR. REED: Cory Reed.

THE COURT: How do you spell your last name?

MR. REED: Reed, R-E-E-D.

THE COURT: Say it again.

MR. REED: R-E-E-D.

THE COURT: Thank you. You speak very quickly.

Okay. Why don't we start with announcements. We've heard from Mr. Reed, could we start with you, Mr. Spielman.

MR. SPIELMAN: Yes, Judge. Neal Spielman representing Amy Brunsting.

MR. MENDEL: Steve Mendel representing Anita Brunsting.

MS. BRUNSTING: And I'm Carole Brunsting, and I'm now pro se. Darlene Payne Smith was my attorney but now I'm pro se.

THE COURT: Thank you.

MR. LESTER: I'm Greg Lester. I was temporary administrator and now I'm, I'm observer, I guess, participant.

THE COURT: Thank you.

MS. CURTIS: Candace Curtis, pro se.

MS. BAYLESS: Bobbie Bayless on behalf of Drina Brunsting as Attorney In Fact for Carl Brunsting.

THE COURT: Thank you.

Is anyone here inclined to stand up and begin this proceeding or should I?

MOTION TO TRANSFER

ARGUMENT BY MS. CURTIS:

MS. CURTIS: Okay. So, I guess the first thing that we're talking about is my motion to transfer the district court case into Probate Court Number 4.

And there's been a response with an objection saying that they are not the same questions in both courts; and so basically, all equitable claims related to the estates of our parents belong in this court. All equitable remedy belongs before this Court.

The causes of action in Curtis v. Brunsting are equitable. They are not legal causes of action. In other words, they do not sound in tort or contract actions in law. That distinction must be maintained --

THE COURT: Ms. -- I don't mean to -- I'm sorry. I feel a little pressured for time because I'm running so far behind today --

MS. CURTIS: This is real short.

THE COURT: Okay.

MS. CURTIS: So, Ms. Foley refers to the district court action as a legal malpractice action, but legal malpractice shows up in the district court case as many times as to actual theories pending in the district court case, appear in her objection. She refers to the

district court case as a legal malpractice action 42 times in her response. But the complaint in the district court never mentions "malpractice." So, the causes of action are the same in the district court as they are here with the exception of the Deceptive Trade Act. And there is a negligence, and those causes appear zero times in Ms. Foley's objection.

So, I just -- I don't think that there is representation in the district court for any of the matters in this court. And so, they need to come over here so that we can discuss all of the things that are the same in both cases and decide the facts. And they want to go back and deal with malpractice in the district court - that's fine.

THE COURT: Okay. Would you like to respond?

MR. REED: I'll let you finish and see if I still need to say anything.

THE COURT: I'm disinclined because the motion for continuance was filed. I'm, I guess, I'm disinclined to make a ruling on that motion today; but I have to say that it seems to me like all of these -- like you're correct - that these matters would best be handled in the probate court.

I'm hesitant because it seems to me that

if everyone were in one venue, that it would be easier to come to some sort of resolution in this case. And I think that this case is begging for some kind of resolution, perhaps, outside of a ruling by one of the courts that's involved.

Having said that, I didn't want to waste your time, Ms. Curtis; I know that you've come from California, and I wanted to give you all the opportunity you needed to voice your concerns on that issue, and I want to go forward with the status conference today and get as much accomplished as we can.

I'm happy to hear the motion for continuance. I'm happy to continue the motion to transfer until a later date so that we could hear from your firm. I don't know whether you or Ms. Foley is the more appropriate person to respond to that motion. I was hopeful that we might be able to get a response from you today about the substance; are you still wanting to continue that?

MOTION FOR CONTINUANCE

ARGUMENT BY MR. REED:

MR. REED: Yes, Your Honor, our client would prefer Ms. Foley to argue it so we would continue our -- or seek to continue today's hearing. I mean, if you have any specific questions -- I mean, one of your

concerns seems to be that it makes more sense to have everyone here for resolution like it's not even adding this -- the malpractice case is not going to help this case get resolved at all. It is going to take a ruling from the district court or this case to resolve this matter.

Having monitored this case for the past two years, it's going to take a ruling from the Court to resolve the case. So, I just, you know, would implore the Court not to bring over the malpractice case, let us get a ruling in that court, be done with that case, and you guys continue on with what's going on here.

THE COURT: Well I'm interested to hear from you or from Ms. Foley about you think those issues are better addressed in the district court than in the probate court where, you know, so much -- such similar issues are pending.

MR. REED: And I guess that's where we disagree on the "similar issues are pending."

In our mind, the only thing that's at issue is whether our -- the firm drafted the documents as requested by Ms. Brunsting. So, all these issues, whether she had capacity at the time, whether there was conspiracies or what not, that has no bearing, really, on the ultimate outcome of the malpractice case. The

only determination that would be made in our case is, is whether the lawyers acted like a reasonable lawyer should or would have done under similar circumstances.

THE COURT: Is that the meat of your summary judgment over in the district court is whether your client drafted the documents as requested?

MR. REED: The meat of our no-evidence motion is you have no evidence of any of the claims that have been brought against us. So and the point being there, at the time Carl Brunsting was the executor, he made, you know, a 30-page-plus of claims, took his deposition, had no facts to support any of it. I don't think anyone else in this room could step into that chair and have facts that could support the conduct they made in the malpractice case.

So, again, just bringing us over here is just going to delay us, and it's definitely not going to help resolve the malpractice claims.

THE COURT: Okay. Ms. Curtis?

MS. CURTIS: Can somebody explain to me how the claims in district court are malpractice claims? That's what I just can't see. They don't say, "malpractice." The only thing that could possibly be malpractice is maybe negligence, but never once is "malpractice" stated in the claims. Never.

THE COURT: There are lots of ways of drafting things, and I'm not familiar with the pleadings over in the district court to that extent; so, I'm not -- I'm really not the appropriate person to respond to that for you. There are a lot of lawyers, although they seem to be dropping, there are a lot of lawyers still involved in this case who might be able to better address that for you.

I would like to hear from everyone. Now that Mr. Lester has provided his report to the Court, I would like to hear from everyone about where you think we stand and how you feel this case ought to progress. Does somebody want to volunteer to go first?

STATUS CONFERENCE

ARGUMENT BY MR. MENDEL:

MR. MENDEL: We'd like you to order these parties to mediation, designate who the mediator is, give us a time frame to get it done. That was recommended in a report, and I think that would be an effective use of the parties' time.

THE COURT: Okay. Ms. Curtis, do you have a response to that?

MS. CURTIS: We've been to mediation already in this case. It was shortly after my case was remanded to the probate court --

THE COURT: Who was the mediator on that?

MS. BAYLESS: Bill Miller.

THE COURT: Sorry?

MS. BAYLESS: Bill Miller.

MS. CURTIS: And nothing was resolved. And I'm not going to go to mediation again because we've already been there once. The only issue that really was discussed were how the attorneys were going to get paid, and that doesn't matter to me.

I want my summary judgment motions heard, and if we can do that without bringing the district court case over here, then we should go ahead and do it. But that's my purpose for coming here today - is to get the summary judgment motions set for hearing. And I'm not going to go to mediation, again, because there is no point.

MR. SPIELMAN: Judge -- were you going to say something?

THE COURT: Please proceed.

STATUS CONFERENCE

ARGUMENT BY MR. SPIELMAN:

MR. SPIELMAN: We all, collectively, the parties and their counsel at the time, we all agreed to Mr. Lester taking the role that he was taking. And Ms. Curtis, herself, I believe, on the record, spoke of

having done her due diligence into every person that was suggested by any attorney that was in this room to serve in Mr. Lester's role, and it was Ms. Curtis' opinion that only Mr. Lester can serve in that role.

We all, as attorneys or as pro se parties, agreed that what the function that was designated to Mr. Lester was important, was necessary, and that we were going to live by and abide by the report that he wrote.

The problem that I see right now, and one of the reasons I suspect why Mr. Mendel suggested that we go to mediation is in deference to and with respect for what Mr. Lester said in his report and what he seems to be trying to suggest to the parties as to what the future of this lawsuit might hold.

I think that what we're seeing now is an effort to backtrack from the direction that Mr. Lester tried to set us on and some of the conclusions or recommendations that he made as to what some of these claims, particularly the ones that Ms. Curtis is attempting to bring forward in summary judgment, are going to actually look like.

I think the effort to backtrack from what Mr. Lester was instructed to do/ordered to do and what he did, in retrospect, you have to wonder what was the point of even having done that if the parties, or a

party, is now going to try to back away from the impact of what that was done?

One of the reasons we thought that mediation, like Mr. Lester suggested that mediation might work, is that the right mediator, he talked to -- talked about the idea of using a former judge - I think we talked about that in the courtroom last time - that the right mediator might help to explain, to educate, to unentrench anybody - whether that be me, whether that be Mr. Mendel, whether that be Ms. Bayless, whether that be Ms. Brunsting, Ms. Curtis, whomever. I think Mr. Lester saw the wisdom in mediation. I think we see the wisdom in mediation. But the consternation or the concern at this point, again, is this issue that Ms. Curtis seems to be unwilling to appreciate, adapt, recognize, embrace what Mr. Lester concluded or recommended in his report; and if that's the case, then I wonder if, if spending the money that it takes to go to mediation makes sense.

Frankly, Judge, the most interesting thing that I heard Ms. Curtis say was on the issue of attorneys fees and that that doesn't matter to her; and that is exactly part of the point. I think you were in the courtroom, Judge, the last time when Carole Brunsting made a very impassioned plea or explanation to

the Court about how Ms. Curtis' pro se status and her, her need to be a lawyer and her failure to appreciate what it costs, what the costs of this lawsuit are, is never going to lead to this being resolved. I may have lost my train of thought there for a second.

But the point here, Judge, is there seems to be no accountability on Ms. Curtis' behalf for the amount of money that is being spent in this case. Parties have, in the past, suggested, oh, let's not worry about the attorneys fees because that will all even out at the end of the story when everybody decides to divide by five, the corpus of the trust, and the winning parties or the prevailing parties can -- everything can be adjusted through the division of that estate.

But, Your Honor, if you look at what Mr. Lester recommended/suggested/reported in his report, there's now the very real possibility that there isn't going to be a divide-by-five scenario because of the no-contest clauses that are recognized as being properly drawn by the Vacek & Freed Law Firm. And if that happens, Judge, then the trust is now spending its own money from those people, whether it be three or four, that are still going to get a portion of the estate, a portion of the trust proceeds when this is all said and

done.

I'm rambling just a bit only because it's such a circular discussion - is how do we get this case finished, given, given the backtracking from everybody's willingness to vest Mr. Lester with the authority to proceed, and now the one person who doesn't like what he said, after she filed motions for summary judgment that are direct contradiction to the conclusions that he reached. The very constant of having to come down here and respond to those, to those motions for summary judgment, the amount of money that that will waste is insulting, is offensive to the parties.

I'd love to come up with a creative idea to create some accountability, perhaps, if it comes in the form of a sanction or perhaps it comes in the form of some kind of bond being posted so that if it turns out that one of the parties who is blowing things up as it were and creating this increased attorneys fees, no longer has an interest in the estate with which we can even that out by the end of the day. Perhaps if Ms. Curtis is ordered to post a bond against her claims or to protect against the ability -- our ability to recover fees from her if, as and when she loses her case, perhaps then we can move forward with additional hearings, additional motions and so forth.

Keep in mind, Judge, that it's not simply -- it's not as simple as getting a date for Ms. Curtis' summary judgment motions. There's been no discovery, in terms of depositions done in this case, not the least of which will be depositions from, perhaps, even from the lawyers in the other district court case who drafted the documents that can explain what all went into those documents, what Nelva Brunsting's state of mind was at the time. There's no way to respond to those summary judgment motions right now without the full weight of the discovery process moving forward and all of the money that that's going to cost.

So, you wanted my thoughts on what to do and on one hand, you know, I'm still of the belief that mediation with the right mediator should work, but beyond that, I'm also of the opinion that I'm not really sure what the next thing is.

THE COURT: Okay. Well, and I appreciate your argument, and I share in many of your concerns. I haven't heard from you, yet, Ms. Bayless.

MOTION TO TRANSFER

ARGUMENT BY MS. BAYLESS:

MS. BAYLESS: No, that's true. Trying to maintain a low profile, it's hard sometimes.

But I think that you've heard some things that the risk of going back to the motion to transfer that make it the obvious one - all the cases need to be together so that everything can be resolved at one time.

My client desperately wants to get this case settled, but I do not -- I share Mr. Spielman's concerns, and I have some others. I don't know how we're going to find a mediator who is thrilled about pro se parties. Many mediators won't take a case that has pro se parties. So, we have to deal with that issue. You -- maybe he knows one.

I will say this: That Mr. Miller, God love him, and I know him well, and he's mediated many cases for me, but he is not the mediator for this case.

THE COURT: And I was not considering sending you back to Mr. Miller.

MS. BAYLESS: Okay, good.

It really, really does cry out for some kind of a resolution. I don't think this suggestion of bond is particularly workable, and it's needed. I mean, there is valuable real estate in this estate that can be used to do whatever sanction-wise, division-wise, whatever he thinks he can prove. We don't have to go outside this case to resolve this case. I mean, we don't have to be making the case more complicated to get

the case resolved, in my view.

Now there may well be parties who don't want to resolve it, for whatever reason, you know and want to have a trial. I heard Mr. Reed say that and, you know, that it's going to require a Court decision. You know, but frankly, the whole no-contest issue that Mr. Lester raised in his report, and I assume if we don't work out some settlement procedure, we'll be filing responses to his report and dealing with that.

The whole no-contest clause violates the Trust Code and the Probate Code in its very language; and frankly, to prosecute a no-contest clause, you have to have a trial. You have to see whether it was filed and there was good cause in the filing and whether the case was prosecuted in good faith.

So, you're necessarily, to get to that issue, you're necessarily going to have to have a trial.

You could rule all day long that you believe it to be a valid clause not withstanding the fact that its very language violates the Trust Code and the Probate Code -- or the Estates Code, excuse me, but you're still going to have to have a trial about what that means. So, we need some mechanism that doesn't make us have to have a trial.

And now we've got two pro se parties, and

I just don't know a strong mediator that is going to deal with two pro se parties. Maybe there is one, but it is going to require someone strong if you go that route.

If Ms. Curtis is saying she's absolutely not going to go, I mean, I don't know what we do about that. And for all I know, Carole Brunsting may say she's not going to go. We haven't heard from her either.

You know, everybody else maybe could work out a resolution. My client wants very much to resolve the case, but I don't know how you resolve it piecemail when you're talking about a trust that has five beneficiaries. I mean, maybe somebody's smarter than I and could figure that out and you can come up with some kind of a, some kind of a design that says this happens, you know, if X, Y and Z falls into place and it says that. It's very -- it's a very problematic situation, and I don't think, you know, right now we don't even have a personal representative of the estate. So, I don't know how -- I think, frankly, that the district court case, there is some advantage being taken of an unfortunate situation relating to my client's, obviously capacity, unexpected incapacity in deposition. I get that. They're trying to zealously represent their

client. But the reality is if they go and dispose of that case without a personal representative when the Court has been notified of that, that is going to come back so fast from the court of appeals.

And, you know, they, today, before we came down here, they filed a motion for sanctions. You know, it's all about pressure in that case to maybe make that go away. And I think we sort of see the same problem in this case that, although people try to punch pressure buttons, nobody -- there's no structure, as frustrating as it is for me to say this, there's no structure where everybody is on board. And so, you know, we don't have a way to get these five beneficiaries separated from each other and separated from these courts and on down the road short of forcing someone to do something they don't want to do.

These are all strong-willed people. I don't know what happens if you force someone to do something that they don't want to do. You know, maybe they get there and they realize, well, there is some merit to this, but I agree, it's a waste of money if that isn't what happens.

And, I mean, I know there's some great mediators in town. We can go to Alice All [sic] to repair it. Maybe she would deal with pro se parties, I

don't know but I --

THE COURT: Well I want to explore that. You know, in my mind, every puzzle has a solution even if it feels a little bit like a Rubik's Cube, and I think that that's true of this case.

I feel like it does need to go back to mediation. I feel like any other direction at this point is, is going to -- it's just not going to advance the ball. This has been dragging on for so long and stalled out for so long, we really need to get it moving. And I feel in my heart that the best way to try to move this forward is to have it go to mediation. We do need a strong mediator. I have someone in mind who I haven't contacted yet, but I wanted to hear from everyone here, first, about their suggestions.

You have your hand up, but I want to hear from Carole first.

MR. MENDEL: Could I make one quick comment?

THE COURT: Uh-huh.

STATUS CONFERENCE

ARGUMENT BY MR. MENDEL:

MR. MENDEL: In fairness to Mr. Miller, the case was probably not right for mediation at early on in the case, but a lot has transpired since then that

I think makes it ripe for mediation.

I would agree oftentimes that a second mediation could be a waste of time, but not in this case. I think this case screams for a second mediation.

THE COURT: I agree.

MR. MENDEL: In terms of answering the Court's question - I think it should be a forceful personality; I think it should be a judge. I would like to see Judge Davidson be appointed to serve as the mediator in this case.

MR. SPIELMAN: That was actually going to be my suggestion, Judge. I know Judge Davidson would not have an issue with pro se elements in the case. I know, as a judge, he's certainly aware of the dynamics that that brings to the table.

I can say that Judge Davidson, having gone to a mediation with Judge Davidson in which I, because of his forcefulness, was forced to completely reevaluate the entire case that we came in there with. I know that he is the type of forceful personality that can unentrench people, that can and will do his own research and bring issues to the table that, perhaps, the parties walking in the mediation haven't even considered yet. I could not more strongly recommend Judge Davidson as being somebody that fits the bill for what this case is

needing; and, of course, everybody is welcome to do their due diligence to see the types of cases that he's presided over in the past, to see the docket that he carries now in the multi-district litigations. I would be as flabbergasted as flabbergasted could be if people walked away not thinking that he was the right person to make a try at this.

MS. BAYLESS: Just one question, I'm sorry. Just one question.

Do you know for sure? I have absolutely no problem with Judge Davidson. I think he's a great resolver of problems, but do you know that he would do a -- have you had a situation where there was a pro se party?

MR. SPIELMAN: I'm going to go with I'm 95 percent sure, but I'll be happy to make that phone call.

MS. BAYLESS: Anyway, that's my only --

THE COURT: I know Judge Davidson. And I, you know, similarly, I think that he could probably get the job done quite well. We could contact him and see how he feels about pro se parties.

MS. CURTIS: I also have a quick question about mediation.

Is there any reason why all of the siblings and their representatives can't be in the same

room to talk about it? Because I think that's where it fell down. The mediator came in one room and talked for a few minutes and then went to the next room and then the next room and then came back and told us what these other people said --

THE COURT: And that's how mediations often go. The mediator often makes a decision at the beginning of the day about whether he thinks it will be productive or not to bring everyone together. Often, you start out all in the same room. Sometimes, if things are going well, you get back together in the same room towards the end. And I would rely on the mediator to make that call because sometimes the parties are so far apart and antagonistic to one another, that putting them in the room, just escalates things. And so that's what -- that's why, you know, we leave that to the mediator, to kind of make that call. And hopefully, you know, if everybody is civil and can sit around the table and reasonably and constructively discuss the issues, then maybe that's the direction the mediation will go. There's nothing saying that you can't get together.

MS. CURTIS: And that's, if we could, then, yes, I would consider mediation; but I can't go through the mediation like we had before.

THE COURT: Okay. And, you know, and

there's some indication that there are a lot of reasons why that mediation was not successful. And maybe, you know, maybe if you got together for mediation now, your entire family would have a kumbaya experience and find one another. And I know that there is some head-shaking and things, but I need you, and frankly, everyone here, everyone involved in this, needs you to try to keep an open and forgiving mind going into mediation. And I'm not saying that you're going to, you know, walk away and forgive everything that's happened but at least see that there is some benefit to that, to some level of forgiveness going forward, so that you can get this resolved because being here in this building is not helping you. Ultimately, it's not helping anyone involved in this case. And so, that's why I feel that it's, you know -- I need you to go to mediation.

It sounds like you're coming around which I'm glad to hear, on some level, because even if you don't come around, I think I'm going to have to get to the point where I order you to go. And, you know, I mean, we don't like ordering people to do things that they don't want to do, but I think that it's in the best interest of everyone to go ahead and get to mediation.

If Judge Davidson doesn't pan out, the other name that came to my mind was John Coselli. I

hear that he's been doing some very good mediations recently, and I know that he's not -- well, I don't know. I don't think that his focus is probate, but I understand that he's very quick to come up to speed on the issues and has been quite effective in getting things done. So, that's another name that if Mr. Davidson doesn't pan out, we might look at.

Let's see...

Ms. Brunsting, did you have something you wanted to add?

MS. BRUNSTING: Well, I mean, I hear the word "pro se," and it's almost like it's a bad word in this court --

THE COURT: It is not a bad word in this court.

STATUS CONFERENCE

ARGUMENT BY MS. BRUNSTING:

MS. BRUNSTING: I've never been through anything like this before. I thought that it was in my best interest to get an attorney. And Darlene Payne Smith, while she's a very, very good attorney, she's a very expensive attorney. I finally just had to make the decision because I don't know if this is going to drag out another month or another 10 years. But I don't want it -- it's upside down, and so I had to just make the

decision, as I kind of talked about last year, to try to stop the bleeding. I had to just stop my own bleeding because otherwise what's going to happen is there may not be anything left to divide, but I'm going to end up having to go into my retirement savings to pay this bill now. So, I'm just having to make some life-decisions here. And, unfortunately, one of the things I had to do which is terminate my relationship with Darlene Payne Smith. It's nothing against her, but I just had to make a financial decision on my own because right now I'm faced with this huge bill that I'm going to pay because I try to live my life debt-free. It's going to take me a long time to pay it because I hadn't planned on having this bill.

But I guess my other concern is, and I heard some of the other attorneys make it is I feel like what Candy asked for, everybody tries to give to her. And we paid $42,000 for this accounting when we were in Judge Hoyt's [sic] court and that wasn't good enough. And now we've all agreed to Greg Lester, and that's not good enough. And so it just seems like it's going to go on forever, that whatever everybody tries to do to try to make Candy happy, we're always going to just end up straying away from that.

And so it's just like I'm hearing with

mediation, and I think the rest of us are willing to go to mediation, it's going to be, yes, I'll go to mediation but only if. What if everybody else doesn't agree to that? It is we all agree to go to mediation if we all agree to go sit in the same room, I'm thinking well -- that's why I'm shaking my head. I'm thinking, I doubt that will happen.

THE COURT: Well, as I said, you know, we need to leave that up to the mediator because the mediator controls how the mediation proceeds. And, you know, I encourage you to consider that if it looks like it's going to be constructive. She's not putting limitations on the mediation by any stretch of the imagination. We're going to go forward. We're going to go to mediation. We need to find an appropriate mediator, and that's going to happen. So, I want you to feel --

MS. BRUNSTING: But in the last mediation, I just felt like everybody was kind of blindsided because I sat in a room for probably three and four hours before -- just waiting and really had no idea what was going to happen. And then somebody comes in -- I mean, a mediator came in and just put a piece of paper in front of me and I go, "What is this?" "Well this is what they want." And, I mean, it was just ridiculous.

And then after that, we waited another few hours. And then what we were asked to give up was even bigger than that. And so, it was so ridiculous and I saw no attempt at anybody trying to mediate the system. Nobody knew what was going on.

So, I had actually talked to Mr. Lester about before -- I think before anybody's going to agree to mediation, everybody is going to have to be convinced that it's much better organized. The mediator's already talked to everybody to see what the real expectations are because if they're not realistic going in, we're going to be right back where we were before.

THE COURT: Okay. Thank you.

I want to comment about Mr. Lester. He's here today. He's not, my understanding is, he's not billing for his time today, so we're very grateful that you're here. I asked him to be here in case there are any questions about his report.

I think that the accounting that was done previously in the federal court, as well as the report that Mr. Lester provided, is helpful in this case because I think it gives the Court and it gives all the parties some insight into how the claims are viewed by an independent person. And I hope that you'll look at his report and consider his conclusions going forward.

I'm not making any rulings about whether his conclusion are right or wrong, but I think they're quite informative. And so I think that it's useful and sort of leading up to mediation.

How -- my next concern about mediation is how are we going to pay for it? I know that the parties are motivated to get this resolved, mostly; and in the past, the -- I've always looked to this end of the table to fund things, and I'm not sure that I'm going to do anything different this time.

Do you have some opinions about how the mediator should be paid?

MR. SPIELMAN: My opinion is simply that the parties should pay the mediator's cost as the parties.

Now, again, remember, Judge Comstock, my client and Anita as the current co trustees are actually the only ones who should be having their lawsuit defense financed by the Trust but they have not --

MS. CURTIS: Excuse me. Objection.

MR. SPIELMAN: Okay.

THE COURT: Let him finish, and I'll give you a chance to respond --

MS. CURTIS: But this is --

THE COURT: I know.

MS. CURTIS: -- incorrect information that he's saying.

THE COURT: You'll have a chance to respond as soon as he finishes.

STATUS CONFERENCE

FURTHER ARGUMENT BY MR. SPIELMAN:

MR. SPIELMAN: The point, though, Judge, is because I know that there is not an agreement on that point currently, that is why my opinion is each party should pay their own mediation cost.

One -- again, I can't make a representation for Judge Davidson, but I suspect, as he has done for mediations in the past, maybe, Ms. Bayless, you've experienced this with him before, I think he will see a way to not necessarily say, you pay a fee; you pay a fee; you pay a fee; you pay a fee and you pay a fee. I think he will probably find some way to structure it by people that have common interests on one side or the other or something like that. We can certainly talk to him about that. I'm happy to talk -- it's my interest to find a way to convince him to charge as little as possible for this as much as it's to the benefit of everybody else here. So, I'm happy to do that.

If the Court would like to be the one that reaches out to Judge Davidson to sort of explain a

little bit of the back story, maybe that's appropriate that would make people feel more comfortable, we will all have a chance to present our view of the case to Judge Davidson in advance of the mediation because he asks for premediation briefing material, premediation statement. I know he would take phone calls from folks if they would rather handle it that way.

I think that all of the issues that are being expressed as concerns about the mediation process, all of them have solutions, and perhaps the attorneys are more aware of this just by the nature of what we do.

But particularly with Judge Davidson, he has seen and done it all in his time on the bench. As difficult as this case has been for people particularly on an emotional level, he would have seen this level before, and he will know how to massage everybody's concerns and the law and the facts.

Again, I can't say strongly enough -- even if it's not to my client's benefit when it's all said and done, that I think he has the ability to get everybody, you know, on the straight and narrow.

STATUS CONFERENCE

ARGUMENT BY MS. BAYLESS:

MS. BAYLESS: Judge, I agree. The question was how do we pay for it? And I don't see how

it makes sense to create another controversy among everybody to not want it, those who don't want it to begin with to think it may be a waste of time. I don't understand why -- I'm not even sure why Mr. Spielman makes this suggestion. I would think that we would have the Trust pay for it, and it can be divided as cost as may need to be part of the settlement just like we dealt with Mr. Lester. I don't know why this is -- that was, frankly, I viewed, anyway, an attempt by the Court to move everything in the direction of trying to work toward a resolution. I don't think the mediation is even more so that way, and I don't know why it's going to be probably less money. I don't know why it should be controversial to deal with it as a cost of getting this case resolved and deal with that and the resolution, but that's just my two cents.

THE COURT: Well, I like the suggestion that if Judge Davidson is amenable to that, to let him kind of work that out as part of the mediation, and perhaps that's the route we need to go.

Ms. Curtis, you have -- you wanted to speak?

STATUS CONFERENCE

FURTHER ARGUMENT BY MS. CURTIS:

MS. CURTIS: Basically, I just -- people

are formulating their opinions by talking to parties in the case, and it's fairly obvious that no one has read everything starting with the original petition in the federal court.

I sent my sisters a couple of demand letters after my mother passed away, and I gave them every opportunity to cure and save face. And I told them, "If you don't give me an accounting which has been owed for weeks now," and then I gave them 60 days, that I'd have no alternative, and that I reserve the right to file suit against them.

And here we are, almost five years later. Vacek & Freed sold my parents' peace of mind and then betrayed them because my sister, Anita, developed a relationship with Candace Freed. And there is evidence in the record now that shows that. And I'm willing to come to a conclusion, but we can't have all these attorneys. Amy and Anita are on their third attorneys now. And so, how much longer do my brother, Carl, and I have to spend, money, time and emotional stress to get what our parents gave to us to begin with? And that's all they want - not a penny more/not a penny less.

THE COURT: Well, often when things get to this point when you're five years down the road in litigation and people are in the positions that you find

yourselves today, often what it takes is going to a good mediator and getting everyone in the same room or at least the same building and really looking at the issue, perhaps, with fresh eyes, and finding the reality that there's a better way to resolve this whole game.

MS. CURTIS: I want to look at my sisters and my brother in the eye in the same room. I mean, it's just -- I've been able to talk to Carole until she got an attorney and then I couldn't speak to her anymore. I can't talk to Amy and Anita. I tried to call them early on. I just -- this is a family. We don't need these outside people in here paying money for them to draw conclusions when they don't know what's going on. And so I just --

THE COURT: And I appreciate your bringing that emotional side of it because I think that's what all of this sometimes comes down to is, the emotions that are involved. And if, you know -- I'm glad that you're saying this here today. All of these attorneys, I'm sure, are hearing you, are hearing your position; and I know that they're aware of the emotions -- the emotional responses from their own clients. And perhaps, perhaps your wish will come true. Perhaps we'll get to mediation, and you'll be able to sit in a room and reach some kind of understanding.

I don't have a problem calling Judge Davidson if nobody has a problem with my doing so. So, I'll put a call into him. I know him. He was the scout master of my son's scout troop. So, I'll put a call into him, and we'll see if we can move that piece forward.

STATUS CONFERENCE

FURTHER ARGUMENT BY MR. MENDEL:

MR. MENDELL: I would just like to add, besides Judge Davidson, I don't have any problem with Judge Coselli. I've been in front of Judge Coselli when he was a mediator before he got on the bench. He's excellent.

In terms of the fee, I'm open to how the mediator would want to handle it. But the vast majority of mediators, as the Court is aware, expect people to have some sort of an investment, and a great investment is to come out of pocket and pay for it. So, I would oppose that the Trust pays for everybody's pro rata share. Everybody needs to get out their checkbook and pay the mediator regardless of how the fee is structured.

THE COURT: Okay. I understand.

MS. CURTIS: I can't do that. I work full time. I have no retirement. I have to do without

things to come to Houston which I'm more than happy to do, but I don't have extra money to throw away on more wasted time. And that's why I didn't hire an attorney to begin with. My brother shouldn't have had to hire an attorney.

THE COURT: Well, Ms. Curtis, Ms. Curtis, please. Therein lies the rub. If this is a waste of time then why are we here? You know --

MS. CURTIS: To get resolution.

THE COURT: -- we need to move this case forward, and most of the people in this room feel like this is the best way to move it forward.

MS. CURTIS: I'd like to move it forward by scheduling the summary judgments.

COURT'S RULING

THE COURT: Okay. We're going to go to mediation first. And so I'm going to contact Judge Davidson. I'll get information about his fees, and I'll explain the issues and --

MS. CURTIS: Okay. I have a personal friend in Houston that I've known for 30 years. He is also a mediator, I understand now; is that a conflict if I suggest that we contact him as well?

THE COURT: I don't want to get into what we've had in prior hearings with everyone objecting to

people who are suggested. I think that Judge Davidson is a good choice. He's going to be a strong mediator, and I don't want to take lightly the choice of mediator in this case because I don't want to waste your time. I want to get to a mediation with somebody who can make things happen. And I'm not saying that your buddy, your friend, can't make that happen, but I am concerned that there are, you know, you have several siblings who are going to stand up and object for the reasons that I just mentioned. And I know where that's going to go, and I don't think that it's a good idea to go down that road at this point. So, I'm going to call Judge Davidson and see how that will work out.

MS. BAYLESS: I just have a question on timing.

I'm assuming, and maybe I shouldn't say, that you will be dealing with the motion to transfer first so that that's part of what is being mediated and maybe that's not what you had in mind.

I think that there is some merit to having everybody in the room. I recognize Mr. Reed is going to stand up and say he doesn't want to be in the room, but, you know, we need to deal with that. And I think Judge Davidson could deal with all of these issues very well. And if that loose end is left out there, I don't know if

it will impact being able to get this case over. I have no -- I don't know.

THE COURT: That's a good point. I don't know that we need to transfer the case over here before that happens if we can get some buy-in from the folks involved in the district court case to be a part of that negotiations of the mediation. I don't know whether that's possible, but it seems like if we can get to mediation and get every piece of this resolved, that would be a lot more cost efficient than going through the transfer and getting all of that done.

What I'm saying is you guys don't all have to be in this court in order to negotiate a settlement.

Do you want to respond to that?

MS. BRUNSTING: This is something I spoke with Darlene about is because somehow my brother brought this suit against Vacek is somehow, I think all of us are party to it somehow but without our knowledge, we don't know how this case is going to impact the rest of us and so that's why I spoke with Darlene, and said I'm a bit concerned about going to mediation when I don't know the outcome of this case yet. And so well this case will have some impact on the rest of this. So, that is a valid concern that I have.

THE COURT: Mr. Reed, what's your position

about participating in a mediation?

MR. REED: I think the biggest issue that we have is you or someone has to be appointed or has to appoint someone on behalf of the estate. Right now, if I went to mediation, I would have no one to negotiate with. So, that's the problem by sending a malpractice case is I have, technically, five people I have to deal with that I really need -- I can only really deal with one person that's actually absent right now which is what's delaying the malpractice case from being dismissed.

So, I mean, if you send us to mediation, what you're going to have to do is appoint somebody for us to negotiate which means you're actually appointing someone on behalf of the estate. So, that creates to me a big issue that is, again, outside of, really, what we need to deal with today.

THE COURT: How do the rest of you -- how do the rest of the attorneys in the room feel about whether we can get to a resolution?

MR. MENDEL: I think we can get to a resolution. I mean, if everybody else on this -- in this particular case agrees to an outcome and a resolution for Mr. Reed, then, as I see it, we don't necessarily need to have someone appointed before they

come over to the mediation. I mean, if everybody is in agreement then it becomes a moot point.

THE COURT: And if you can reach an agreement that a resolution will be reached then you could, perhaps, agree to appoint a temporary administrator who could make decisions on behalf of the estate --

MR. SPIELMAN: And that's just the point, Judge. If you backtrack beyond Mr. Lester's appointment, the competing applications before the Court are from my client and from Ms. Curtis. So, if the mediation goes well, those two competing next in line, allegedly executors, can sign off on a deal that would then be able to resolve everything.

MR. REED: It's not that the deal can be worked out, it's, at mediation, I have to go to five different rooms to negotiate the deal. So, maybe his client says, okay, I give a million bucks to the estate - that's great; but Ms. Curtis wants $2 million. So, then all of a sudden, I've got to deal with one of the four. Maybe I get four out of the five. And the point is you need one voice for the entire estate, and you're not going to get it with me trying to negotiate with five people at mediation.

THE COURT: Well, at some point, all five

of those people are going to have to negotiate something to move forward rather it's who's going to be the administrator or the executor going forward. I think that that negotiation is better to take place at the mediation than outside of it.

MR. REED: I think the problem you're sending us to mediation with is now we have one extra level, and we already have too many levels of things we need to negotiate. It's going to take almost the entire mediation, if it is successful, to deal with just the sibling issue, and now you're adding the malpractice case on top of that to see if, you know, whether all four or five or one or two agrees with how much money the malpractice case is worth defending at all.

So, I think you're adding too much to the puzzle to what's already going to be a difficult mediation.

THE COURT: I don't know that the mediation will be successful without that, though. And I think that I kind of like the complication that it has. You know, the more cards on the table, the more you can mix up the deck, am I wrong? It seems like everyone has an interest in going forward. Does anyone disagree with that other than, I'm sorry, Mr. Reed?

MS. CURTIS: I don't disagree. And, in

fact, it's Candace Freed who drew up these illegitimate papers - whether they were signed or not - she's the one that started this. All five of us have been damaged by what Candace Freed did.

I'm happy to let Amy be executor if Neal will represent the executor in this mediation and in the case against Vacek & Freed because it's not malpractice - it's breach of fiduciary. But I just wanted to get it moved along, okay. So, now you've got me convinced that mediation is maybe the way to go, but I don't want any more road blocks for one reason or another.

Why can't Amy be executor? No, let Neal take that ball and run with it and we'll all agree.

MS. BAYLESS: Well I don't know if my clients will agree to that today, but I don't think we have to do -- I don't think we have to go to that level. If we can reach an agreement, then we know we need a temporary person just for purposes of approving a settlement and, you know, moving forward. I don't think -- I don't see any reason why Judge Davidson can't deal with all of those issues. But if he doesn't deal with all of those issues, I don't think -- I think we run a greater risk of not getting the case resolved.

And, frankly, I would think that the law

firm would be delighted if the case could get resolved.

THE COURT: And I hate for you guys to reach a decision about all of your issues and then have to go to another mediation to resolve all the issues in the district court case, particularly, if, you know, if it's decided that it needs to be grabbed and transferred over here.

MR. REED: But it's taking longer, Your Honor, if the case is not settled at mediation. Isn't it somebody is still going to have to be appointed at that point to bring the claims, still, against the malpractice?

THE COURT: Which comes first, you know?

MR. REED: The point is that Mr. -- you know, if we go back to Mr. Lester's report who already, you know, looked at it, looked at the issues and said the writings were correct, we have the malpractice case that's been pending for three years that no one at this point has been able to prove any evidence of malpractice, whatever the claims would be. So, you're wanting us to go --

THE COURT: Well, I'm not sure that Mr. Lester's report says that you win.

MR. REED: I'm not saying that, Your Honor. What I'm saying is I think it's going to be too

difficult for a malpractice case to be negotiated at a mediation with the five siblings we have here without one voice --

MR. MENDEL: I see it that it needs to be a global deal, and if we can't work something out with Vacek & Freed, then the mediation fails. But I'm confident somebody like Judge Davidson can pull this thing together.

THE COURT: And I tend to agree. And, you know, I was -- I would hope that you and Ms. Foley would agree to participating in this mediation. And I'm still considering the motion to transfer, but I have to say if you guys are not willing to consider, that encourages me to grant the motion to transfer just to get everything over here so that we can try to get it settled.

MR. REED: And I don't want you to have a misvoid [sic] that we're not agreeable to going to mediation. My concern is more if I go to mediation, who am I negotiating with? And the problem is I am being sued -- my client is being sued by the estate. The estate right now doesn't have a representative.

So, my concern is, maybe I didn't express it well enough earlier, is not the mediation itself in going - it's who do I negotiate with because I'm dealing with five separate demands because the family can't

speak, and I think that's clear. They can't speak at this point as a whole.

THE COURT: I understand. And I think that Judge Davidson's qualified. He's capable of seeing the big picture and putting all those pieces together and dealing with that.

MS. BAYLESS: And, frankly, Judge, I think I'm going to have to provide the information that Judge Davidson needs about why the claims are filed to begin with. And it doesn't matter how many times you say there is no proof, there is no evidence - the point is, Judge Davidson is going to have to negotiate this thing. There is proof, there is evidence, and I can take the laboring of presenting some kind of summary to him so that he understands the case from its inception and can deal with that case.

The idea that, well, there is nobody right now because my client had resigned so there's nobody to deal with this. Let's jump in there and take advantage of it and everything says there is no way to prove this case, there is no way to do that. That's what Judge Davidson will be trying to deal with, and I can provide him with the information and the evidence that does inform him about the case. And it's out there, and they know it's out there. So, we can get past that.

I think it a lot more efficiently if they agree to deal with the mediation and everything can be dealt with that way, but I tend to agree - if they can't do that by agreement, then we're right back where we were in this suit about what do we do with that case because that case may very well keep us from resolving this case. Even a non lawyer in the room has said that today. So, you know, I think that's pretty obvious.

THE COURT: It sounds to me like everyone except Mr. Reed agrees with that.

Do you need to get back with Ms. Foley in order to get me an answer on whether you will voluntarily participate?

MR. REED: We'll voluntarily participate. I'm just expressing my concern of why it's not going to be successful.

THE COURT: And I appreciate that. And that's a level of, you know, difficulty that I think you will need to bring to the mediation and explain to Judge Davidson and have him address that. So, I mean, everyone has voiced complications today that need to come out on the table and need to be part of the mediation. So, I'm glad that you're all here and voicing those opinions.

So, I think we all agree that I'm going to

call Judge Davidson. Is there anything else that needs to be discussed today? Is there any -- is there any timing issues that I need to make Judge Davidson aware of?

MS. BAYLESS: Well there is a trial setting in May in the district court.

MR. MENDEL: I don't think that one is going to stick given the current posture --

MS. BAYLESS: Having gone through that argument before, I don't know that I would take that for granted.

MR. MENDEL: You're right.

MS. BAYLESS: That's pretty much upon us. We're talking. We may not be able to get in to Judge Davidson this month. I don't know what his schedule is but, you know, we're talking about then that does make it a little bit more important the issue of personal representative; in fact, if we're facing that many trials --

THE COURT: Okay. Do we need to reset the motion to transfer at this point? In other words, do I need to have another hearing to have to hear from Ms. Foley from that issue?

MR. REED: I think you should continue it until after the mediation.

THE COURT: And I think I can do that if you guys agree to participate.

MR. REED: Again, I think you're misunderstanding what I was saying.

THE COURT: No. No. No. I hear what you're saying - I'm just confirming it.

MR. REED: Yeah, I hear you loud and clear. And if you would prefer us at mediation, I will be there. I was just expressing to you I think the concerns that convolute the matter even worse, but I hear you loud and clear.

MS. BAYLESS: What's the trial date?

MR. REED: I think it's the 16th, but I will say this. The Court currently, while we're on the trial docket, I think they recognize that we can't go forward with it because we don't have a personal representative. I don't think that they officially debated it, but I think they somehow called us, I'm expressing this court involved them, Your Honor, but I would say -- well, I'll leave it like that.

MR. SPIELMAN: That being said, Judge, probably sooner is probably better than later, you know.

THE COURT: Of course. Yeah, I think everyone wants to get this moving.

MS. BRUNSTING: Because most of us work.

I think each night there's certain meetings that I just can't --

THE COURT: Of course. Why I'm not going to get involved with actually scheduling the day; I'm going to contact him. And I just wanted to know if there are any global problems, but I'll leave it to you guys to, you know, to contact him and find a date that's going to work for everyone. I know that you guys all have your emails and share your email addresses. So, I'm hoping that you can work together and find a date that will be convenient for everyone.

MS. BAYLESS: Speak of that, I don't know if an order has been signed yet. I've got Ms. Smith's withdrawal, but can we have some information about where to serve her like what address or fax --

MS. BRUNSTING: Darlene asked me if it was okay that she send information out, and I said, "Yes, that's okay," but she didn't send it out. I did send it out.

THE COURT: Can you send an email to everyone?

MS. BRUNSTING: We can talk about it.

THE COURT: Including me. I guess you sent me a letter so I got your contact information,

correct? It's on your letter? Ms. Brunsting?

MR. SPIELMAN: Her address, I think, just to be clear, I think what would be useful to everybody would be if you could just let us know your preferred email address, your preferred phone contact. If you do happen to have access to a fax machine for receiving things, that would work too. I think that that covers most of the ways that we can --

THE COURT: And if you could copy me on that as well, that would be helpful. Thank you.

Okay. Anything else?

MS. BAYLESS: One other thing.

I know we held some things, we just held some things while Mr. Lester was doing his thing, and I wonder if it would make some sense to revisit the order that appointed him and the stay provisions and continue those through the mediation date anyway or something or through the next hearing, motion to transfer?

THE COURT: What specifically --

MS. BAYLESS: It just hit me that we've done that. I'm looking at the order right now.

We had talked about it at the hearing that says that the order expires in 90 days. So, I guess --

THE COURT: It doesn't sound like to me that everybody is eager to jump out and do some

discovery and spend more money prior to going to mediation, am I right? So, let's just focus on getting to mediation unless someone needs something specific in writing.

MS. BAYLESS: If I find the order, I'll let --

THE COURT: Thank you everybody for being here, particularly Mr. Lester for coming.

* * * * *

The State of Texas)
County of Harris)

I, Hipolita Lopez, Official Court Reporter in and for the Probate Court Number Four of Harris County, State of Texas, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the Reporter's Record, in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Reporter's Record truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I further certify that the total cost for the preparation of this Reporter's Record is $334.00 and was paid by Ms. Candace Curtis.

WITNESS MY OFFICIAL HAND this the 28th day of March, 2016.

/s/ Hipolita G. Lopez
HIPOLITA G. LOPEZ, Texas CSR #6298
Expiration Date: 12-31-16
Official Court Reporter
Probate Court Number Four
Harris County, Texas
201 Caroline, 7th Fl.
Houston, Texas 77002

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

United States Court of Appeals
Fifth Circuit
FILED
January 9, 2013
Lyle W. Cayce
Clerk

No. 12-20164

CANDACE LOUISE CURTIS,

Plaintiff-Appellant

v.

ANITA KAY BRUNSTING; DOES 1-100; AMY RUTH BRUNSTING,

Defendants-Appellees

Appeal from the United States District Court
for the Southern District of Texas

Before HIGGINBOTHAM, SMITH, and ELROD, Circuit Judges.

PATRICK E. HIGGINBOTHAM, Circuit Judge:

This appeal concerns the scope of the probate exception to federal subject-matter jurisdiction in the wake of the Supreme Court's decision in Marshall v. Marshall.[1] The Plaintiff contends that, under Marshall, her claims for breach of fiduciary duty against the co-trustees of an inter vivos trust do not implicate the probate exception. We agree.

[1] 547 U.S. 293 (2006).

I.

In 1996, Elmer H. and Nelva E. Brunsting, Texas residents, established the Brunsting Family Living Trust ("the Trust") for the benefit of their offspring. At the time of its creation, the Trust was funded with various assets. Both the will of Mr. Brunsting and the will of Mrs. Brunsting (collectively "the Brunstings' Wills") appear to include pour-over provisions, providing that all property in each estate is devised and bequeathed to the Trust.[2] Elmer H. Brunsting passed away on April 1, 2009, and Nelva E. Brunsting passed away on November 11, 2011. The current dispute arises out of the administration of the Trust.

Candace Curtis, Anita Brunsting, and Amy Brunsting are siblings. In February 2012, Candace Curtis ("Curtis") filed a complaint in federal district court against Anita Brunsting and Amy Brunsting (collectively "the Defendants") based on diversity jurisdiction. In that complaint, she alleged that Anita and Amy, acting as co-trustees of the Trust, had breached their fiduciary duties to Curtis, a beneficiary of the Trust. Specifically, she alleged that Anita and Amy had misappropriated Trust property, failed to provide her documents related to administration of the Trust, and failed to provide an accurate and timely accounting. The complaint alleged claims for breach of fiduciary duty, extrinsic fraud, constructive fraud, and intentional infliction of emotional distress. Curtis sought compensatory damages, punitive damages, a temporary restraining order against "wasting the estate," and an injunction compelling both an accounting of Trust property and assets as well as production of documents and accounting records.

On March 1, 2012, the district court denied Curtis's application for a temporary restraining order and injunction because the Defendants had not

[2] The signed copies of the Brunstings' Wills are not included in the record, but Curtis provided unsigned copies, which we assume match the signed versions that have been admitted to probate.

been served with process. In the order, the district court judged noted that it "appears that the court lacks subject matter jurisdiction over the claim(s) asserted." On March 6, 2012, in response to the lis pendens Curtis had filed related to property in Texas and Iowa, Anita and Amy filed an emergency motion to remove the lis pendens. The motion noted that it was subject to the Defendants' contention that the federal district court lacked subject matter jurisdiction under the probate exception to federal court jurisdiction, an issue that the Defendants said would be raised in a separate Rule 12(b) motion to dismiss. On March 8, 2012, following a telephone conference with the parties, the district court judge entered a sua sponte order dismissing the case for lack of subject matter jurisdiction. In doing so, he concluded that the case falls within the probate exception to federal diversity jurisdiction. This appeal followed.

II.

This Court reviews de novo a district court's dismissal for lack of subject-matter jurisdiction.[3]

III.

Although a federal court "has no jurisdiction to probate a will or administer an estate,"[4] in Markham v. Allen, the Supreme Court recognized that the probate exception does not bar a federal court from exercising jurisdiction over all claims related to such a proceeding:

> [F]ederal courts of equity have jurisdiction to entertain suits 'in favor of creditors, legatees and heris' and other claimants against a decedent's estate 'to establish their claims' so long as the federal court does not interfere with the probate proceedings or assume

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[3] Borden v. Allstate Ins. Co., 589 F.3d 168, 170 (5th Cir. 2009).

[4] Markham v. Allen, 326 U.S. 490, 494 (1946).

> general jurisdiction over the probate or control of the property in the custody of the state court.
>
> Similarly while a federal court may not exercise its jurisdiction to disturb or affect the possession of property in the custody of a state court, it may exercise its jurisdiction to adjudicate rights in such property where the final judgment does not undertake to interfere with the state court's possession save to the extent that the state court is bound by the judgment to recognize the right adjudicated by the federal court.[5]

Sixty years later, in Marshall v. Marshall, the Supreme Court expressed concern with lower courts' interpretation of Markham, noting that "[l]ower federal courts have puzzled over the meaning of the words 'to interfere with the probate proceedings,' and some have read those words to block federal jurisdiction over a range of matters well beyond probate of a will or administration of a decedent's estate."[6] Thus, the Supreme Court clarified the "distinctly limited scope" of the probate exception,[7] explaining:

> [W]e comprehend the 'interference' language in Markham as essentially a reiteration of the guiding principle that, when one court is exercising in rem jurisdiction over a res, a second court will not assume in rem jurisdiction over the same res. Thus, the probate exception reserves to state probate courts the probate or annulment of a will and the administration of a decedent's estate; it also precludes federal courts from endeavoring to dispose of property that is in the custody of a state probate court. But it does not bar federal courts from adjudicating matters outside those confines and otherwise within federal jurisdiction.[8]

The Marshall Court concluded that the federal district court had subject-matter jurisdiction, and the probate exception did not apply, reasoning: "[The claimant]

---

[5] Id. (internal citations omitted).

[6] 547 U.S. at 311.

[7] Id. at 310.

[8] Id. at 311–12.

seeks an in personam judgment against [the Defendant], not the probate or annulment of a will. Nor does she seek to reach a res in custody of a state court."[9] After Marshall, the probate exception only bars a federal district court from (1) probating or annulling a will or (2) "seek[ing] to reach a res in custody of a state court" by "endeavoring to dispose of [such] property."[10]

As we see it, to determine whether the probate exception deprives a federal court of jurisdiction, Marshall requires a two-step inquiry into (1) whether the property in dispute is estate property within the custody of the probate court and (2) whether the plaintiff's claims would require the federal court to assume in rem jurisdiction over that property. If the answer to both inquiries is yes, then the probate exception precludes the federal district court from exercising diversity jurisdiction. Here, we find the case outside the scope of the probate exception under the first step of the inquiry because the Trust is not property within the custody of the probate court.

As a threshold matter, the probate exception only applies if the dispute concerns property within the custody of a state court. The federal court cannot exercise in rem jurisdiction over a res in the custody of another court. Both of the Brunstings' Wills were admitted to probate after the district court dismissed the case, and probate proceedings are ongoing.[11] However, nothing suggests that the Texas probate court currently has custody or in rem jurisdiction over the Trust. It likely does not. Assets placed in an inter vivos trust generally avoid probate, since such assets are owned by the trust, not the decedent, and

---

[9] Id. at 312 (internal citations omitted).

[10] Id. at 312–13.

[11] At the time the district court dismissed the case, no probate proceedings had been initiated. As such, there was no possibility that the case fell within the probate exception. Nevertheless, we must consider whether, upon remand, the federal district court would have subject-matter jurisdiction now that probate proceedings are ongoing.

therefore are not part of the decedent's estate.[12] In other words, because the assets in a living or inter vivos trust are not property of the estate at the time of the decedent's death, having been transferred to the trust years before, the trust is not in the custody of the probate court and as such the probate exception is inapplicable to disputes concerning administration of the trust. The record also indicates that there would be no probate of this Trust's assets upon the death of the surviving spouse.[13] Finding no evidence that this Trust is subject to the ongoing probate proceedings, we conclude that the case falls outside the scope of the probate exception. The district court below erred in dismissing the case for lack of subject-matter jurisdiction.

IV.

For the reasons set forth above, we REVERSE the district court's dismissal of the case and REMAND for further proceedings. REVERSED AND REMANDED.

---

[12] See 3 TEX. PRAC. GUIDE WILLS, TRUSTS, AND EST. PLAN. § 10:83 ("Any property held in a revocable living trust is not considered a probate asset . . . ."); 2 EST. TAX & PERS. FIN. PLAN. § 19:15 ("Avoidance of probate perhaps is the most publicized advantage of the revocable living trust.'"); 18 EST. PLAN. 98 ("Assets in a living trust are not subject to probate administration . . . .").

[13] Any assets "poured over" from the decedents' estates into the Trust would have to go through probate, but that does not change the fact that the Trust property over which the Defendants have been acting as Trustees would not be subject to probate, having been transferred to the Trust prior to the parents' deaths.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	§	
	§	
	§	CIVIL ACTION NO. H-12-CV-592
	§	
vs.	§	
	§	
ANITA KAY BRUNSTING, and	§	
AMY RUTH BRUNSTING	§	
	§	
	§	

AFFIDAVIT IN SUPPORT OF REMOVAL OF LIS PENDENS

STATE OF TEXAS §
§
COUNTY OF Comal §

Before me, the undersigned authority, appeared Amy Ruth Brunsting who after being duly sworn by me did state:

1. My name is Amy Ruth Brunsting. I am over 18 years of age, competent to make this affidavit, and have personal knowledge of the facts stated herein.

2. This case involves the allegations of my sister, Candace Louise Curtis, who is disgruntled with the amount of information and accounting I and my sister have provided to her while acting in our capacity as Co-Successor Trustees of the Brunsting Family Living Trust.

3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.

4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.

5. As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston. We therefore have prepared and offered the house for sale. None of the heirs

have objected to this plan, including Candace. Our authority to sell is contained in Article IX, Section C of the Brunsting Family Living Trust. The specific provision regarding real estate appears on page 9-5 of the document under the heading of "Real Estate" and this section can be viewed in the copy of the trust supplied by Candace as an exhibit to her Complaint.

6. We first obtained an appraisal of the property. This is attached hereto as Exhibit "A". This appraisal, dated in January of this year, placed the fair market value of the property at $410,000. We listed the property for $469,000 and were fortunate enough to attract a buyer, Brett C. McCarroll, who offered $469,000. The contract for this sale is attached as Exhibit "B". Although originally scheduled to close in February, the closing has been moved to this Friday, March 9.

7. As further evidence of the fair value of the proposed sale, I attach the Harris County Appraisal District tax appraisal, showing the taxable value of the property to be approximately $270,000.

8. We have attempted to provide Candace with enough information to evaluate her position in the trust administration, and have sent her preliminary spreadsheets with a listing of assets and liabilities, as best we have been able to determine in the short time since our mother's death on November 11, 2011. She is not satisfied with the information we have provided and has stated her objective of tying up the administration of the estate until she gets a response that satisfies her. She is the only one of the five heirs who has taken this position, and as can be gleaned from her lengthy, and mostly inaccurate unsworn statement, filed with the complaint, relates to her animosity towards the two of us in the manner we attempted to aid our mother in the final months of her life.

9. If this sale is not consummated on the scheduled closing date, we have no assurance that the buyer will await the resolution of Candace's complaints and the sale will, in all likelihood, be lost. This will result in further expense to the trust estate for maintenance and upkeep to the property without any appreciation in the value. The house was originally shown for sale fully furnished. It is now empty. It's "buyer appeal" has been diminished and this could also jeopardize future sale prospects if this sale is lost.

10. The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the lis pendens so the sale can be consummated, for the benefit of all of the heirs.

Amy Ruth Brunsting
AMY RUTH BRUNSTING

Amy Ruth Brunsting
Sworn to and signed before me by ~~Amy~~, on this 6th day of March, 2012.

Notary Public in and for the State of Texas

TERESA SIMMONS
MY COMMISSION EXPIRES
September 7, 2014

Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

PROBATE COURT 4

No. 412,249-401

ESTATE OF	§	PROBATE COURT
	§	
Nelva E. Brunstng,	§	NUMBER FOUR (4) OF
	§	
Deceased	§	HARRIS COUNTY, TEXAS

AGREED DOCKET CONTROL ORDER

The following docket control order shall apply to this case unless modified by the Court. If no date is given below, the item is governed by the Texas Rules of Civil Procedure.

1. N/A **JOINDER**. All parties must be added and served, whether by amendment or third party practice, by this date. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THE SCHEDULING ORDER AT THE TIME OF SERVICE

2. ↓ **EXPERT WITNESS DESIGNATION**. Expert witness designations are required and must be served by the following dates. The designation must include the information listed in Rule 194.2(f). Failure to timely respond will be governed by Rule 193.6:

(a) 7/1/15 Experts for parties seeking affirmative relief.

(b) 8/1/15 All other experts.

3. **DISCOVERY LIMITATIONS**. The discovery limitations of Rule 190.2, if applicable, or otherwise, of Rule 190.3, apply, unless changed below:

(a) ____ Total hours per side for oral depositions.

(b) By Rules Number of interrogatories that may be served by each party on any other party.

4. ____ **ALTERNATIVE DISPUTE RESOLUTION**. ADR conducted pursuant to the agreement of the parties must be completed by this date. **If the parties do not agree on a date and/or facilitator for ADR, the Court may sign an order compelling ADR and appointing a mediator for same.**

5. 8/4/15 **DISCOVERY PERIOD ENDS**. All discovery must be completed before the end of the discovery period. Parties seeking discovery must serve requests sufficiently far in advance of the end of the discovery period that the deadline for responding will be within the discovery period. Counsel may conduct discovery beyond this deadline by agreement. Incomplete discovery will not delay the trial.

6. **DISPOSITIVE MOTIONS AND PLEAS**. Must be heard as follows:

(a) 8/3/15 Dispositive motions or pleas subject to an interlocutory appeal must be heard by this date.

(b) 8/3/15 Summary Judgment motions not subject to an interlocutory appeal must be heard by this date.

(c) 6/1/15 Rule 166a(i) motions may not be filed before this date.

7. 9/1/15 **CHALLENGES TO EXPERT TESTIMONY**. All motions to exclude expert testimony and evidentiary challenges to expert testimony must be filed by this date, unless extended by leave of court.

8. 8/4/15 **PLEADINGS**. All amendments and supplements must be filed by this date. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.

Archive Preview

9. Sept. 4, 2015 Noon **JOINT PRETRIAL ORDER. Parties shall provide to the Court, by fax, email, or delivery to our offices, a copy of the signed Joint Pretrial Order by this date.** Parties shall bring the original Agreed Joint Pretrial Order to the Pretrial Conference.

10. Sept. 11, 2015 10:00 A.M **PRETRIAL CONFERENCE. Parties shall be prepared to discuss all aspects of trial with the Court at this time. Parties shall file and exchange (if jury trial) proposed jury charge questions, instructions and definitions at this conference. Parties should be prepared to mark exhibits. Failure to appear will be grounds for dismissal for want of prosecution.**

11. Sept. 14 - 18, 2015 **TRIAL.**

Signed this 19 day of February, 2015.

C. Judge

Judge Presiding

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HARRIS COUNTY, TEXAS

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County Clerk
Harris County

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PROBATE COURT 4

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, et al	§	
	§	
v.	§	
	§	
ANITA KAY BRUNSTING, et al	§	

RESPONSE TO CANDACE'S MOTION FOR DISTRIBUTION OF TRUST FUNDS & RESPONSE TO CARL'S MOTION FOR DISTRIBUTION OF TRUST FUNDS

Defendant Anita Kay Brunsting files this response to Candace Louise Curtis' Motion for Distribution of Trust Funds and this response to Carl Brunsting's Motion for Distribution of Trust Funds and would respectfully show the Court as follows:

I. Summary of the Argument

1. Distributions to pay legal-fee creditors are not authorized by the trust and, therefore, the motions must be denied.

2. Distributions to pay legal-fee creditors are prohibited by the trust and, therefore, the motions must be denied.

3. The Court lacks jurisdiction to decide the distributions for legal-fee creditor issue because there are no allegations of fraud, misconduct, or clear abuse of discretion with respect to Candace's and Carl's request that the trust pay their attorneys' fees.

4. If the Court finds the *in terrorem* clause is enforceable, then Candace and Carl have no right to any distribution from the trust.

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II. Argument & Authorities

Candace and Carl seek distributions from the trusts to pay their creditor-attorneys.

Neither Candace nor Carl cite any provision in the trust instruments that would allow for the requested distributions. This is a tacit admission that such distributions are not authorized by the trust instruments.

Neither Candace nor Carl cite any legal authority that would allow for the requested distributions. This is a tacit admission that such distributions are not permitted by any legal authority.

Since there is nothing in the trust instruments or in any legal authority that allows the requested distributions, the motions must be denied.

A. The Brunsting Family Living Trust.

With respect to distributions under the Brunsting Family Living Trust, the instrument provides:

> i. Distributions of Net Income
>
> Our trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of [the beneficiary] as much of the net income from [the beneficiary's] trust share as our Trustee deems advisable for the health, education, maintenance and support of [the beneficiary], for [the beneficiary's] lifetime.
>
> ii. Distributions of Principal
>
> Our trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of [the beneficiary] as much of the principal from [the beneficiary's] trust share as our Trustee deems advisable for the health, education, maintenance and support of [the beneficiary], for [the beneficiary's] lifetime.[1]

[1] Exhibit 1, Restatement of the Brunsting Family Living Trust, pages 10-1 to 10-12.

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Furthermore, the trust instrument prohibits the trust from being charged with a beneficiary's debt:

> No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.[2]

Finally, the trust instrument provides:

> All trusts created under this agreement shall be administered free from the active supervision of any court.[3]

B. The Qualified Beneficiary Designation.

With respect to distributions under the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement ("QBD"), the instrument provides:

> The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for the benefit for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as Trustee shall deem appropriate for such distributees' health, support, maintenance, and education.[4]

Furthermore, the QBD contains spendthrift provisions that prohibit the requested distribution:

---

[2] Exhibit 1, Restatement of the Brunsting Family Living Trust, page 11-1.

[3] Exhibit 1, Restatement of the Brunsting Family Living Trust, page 4-5.

[4] Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, pages 7-8.

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> [N]either the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary.[5]

The QBD stated purpose includes:

> (1) To protect trust assets and income from claims of and interference from third parties; and
> (2) To protect the beneficiary against claims of third parties.[6]

Finally, the QBD states:

> It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution, or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will.[7]

C. Attorneys Fees are not "Health, Education, Maintenance and Support."

Under both the Brunsting Family Living Trust and the QBD, the distributions are: (1) subject to the sole and absolute discretion of the trustee; and (2) as the trustee deems advisable for the health, education, maintenance and support of a beneficiary. Carl's and Candace's attorneys' fees

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[5] Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, page 25.

[6] Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, pages 5-6, ¶¶ 4 and 10.

[7] Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, page 25.

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sought in their motion are not for their health, education, maintenance and support.[8] Accordingly, the requested distributions are not authorized by the trust.

D. The Requested Distributions Violate the Spendthrift Provisions.

The sprendthrift provisions plainly state they are designed to prevent interference and claims of third parties. Candace's and Carl's attorneys are third parties. When the spendthrift provisions of the trust and the *in terrorem* provisions are analyzed together, it becomes abundantly clear that the trust was not intended to pay Candace's and Carl's attorneys fees in this case. Accordingly, the requested distributions are prohibited by the trust.

E. There is No Justiciable Case or Controversy with Respect to the Request Distribution.

In the case of *Di Portanova v. Monroe*, the First District Court of Appeals explained:

> Under a discretionary trust, the beneficiary is entitled only to the income or principal that the trustee, in his discretion, shall distribute to the beneficiary. The beneficiary of a discretionary trust cannot compel the trustee to pay him or to apply for his use any part of the trust property, nor can a creditor of the beneficiary reach any part of the trust property until it is distributed to the beneficiary. A court cannot substitute its discretion for that of a trustee, and can interfere with the exercise of discretionary powers only in cases of fraud, misconduct, or clear abuse of discretion.
>
> A court of equity has no right to interfere with and control, in any case, the exercise of a discretionary power, no matter in whom it may be vested; a corporate body or individuals, the aldermen of a city, the directors of a bank, a trustee, executor or guardian; and I add, that meaning and principle of the rule, and the limitations to which it is subject, are in all the cases to which it applies, exactly the same. The meaning and principle of the rule are, that the court will not substitute

[8] Although defendant was unable to find a case directly on point, the case of *Tedder v. Gardner Aldrich, LLP*, 421 S.W.3d 651 (Tex. 2013) appears instructive. The Texas Supreme Court held that attorneys fees in a divorce proceeding were not "necessaries." Defendant recognizes that there is a difference between "necessaries" and the HEMS standard, but nevertheless believes the HEMS standard would not include plaintiffs legal fees in the case at bar.

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> its own judgment for that of the party in whom the discretion is vested, and thus assume to itself a power which the law had given to another[.]
>
> In the absence of evidence of mala fides, the courts are disinclined to interfere where the trustee has been given discretionary powers . . . . The court will refuse to review his decision in the absence of a showing that he did not exercise his discretion in good faith or that his decision was unreasonable; for the trustee in such case stands in the position of an arbitrator.[9]

The First District Court of Appeals ultimately held that the ultimate issue decided by the trial court did not present a justiciable controversy for the trial court to resolve because the issue should have been left to the Trustees' discretion.[10]

Here, Candace and Carl ask this Court to usurp the powers of the trustees and substitute the court's discretion for that of the trustees in violation of the trust. The Court has no jurisdiction to make such determination, because there is no justiciable controversy for the trial court to resolve. There is no allegations of fraud, misconduct, or clear abuse of discretion with respect to Candace's and Carl's request that the trust pay their attorneys' fees.[11] Even if Candace and Carl made such allegations, there is no evidence to support such allegations.

F. No Contest Clause - Carl and Candace May Not Have An Interest.

Both Carl and Candace appear to concede that they have violated the trust's *in terrorem* clause. Both filed a declaratory judgment action asking this Court to rule that the trust's *in terrorem* clause is overly broad, against public policy, and not capable of enforcement, but neither challenges

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[9] *Di Portanova v. Monroe*, 229 S.W.3d 324, 330-331 (Tex. App.–Houston [1st Dist.] 2006, pet. denied)(internal citations omitted).

[10] *Id.* at 331.

[11] *See* Candace's Motion and Carl's Motion.

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that their acts to date violated the *in terrorem* clause.[12]

If it is determined that the trust's *in terrorem* clause is capable of enforcement, then Carl and Candace do not have an interest in the trust.

If Carl and Candace do not have an interest in the trust, then there is no right to a distribution. Thus, until the Court resolves the *in terrorem* clause issues, there cannot be distributions to Carl and Candace. Furthermore, even if the *in terrorem* clause issues are resolved in favor of Carl and Candace, the requested distributions cannot be made for the reasons discussed above.

III. Prayer

For these reasons, Defendant Anita Kay Brunsting prays that Candace's and Carl's motion for distribution of trust funds be denied and that Defendant Anita Kay Brunsting receive all other relief, general and special, legal and equitable, to which she or the trust may be entitled.

Respectfully submitted,

/s/ Brad Featherston

Stephen A. Mendel (13930650)
Bradley E. Featherston (24038892)
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stephen@mendellawfirm.com
brad@mendellawfirm.com

Counsel for Anita Kay Brunsting
In Capacities at Issue

[12] Exhibit 3, Carl's First Amended Petition; Exhibit 4, Candace First Amended Petition.

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Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Jason B. Ostrom
Ostrom.Sain, LLP
5020 Montrose Blvd., Suite 310
Houston, Texas 77006
O: 713-863-8891
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Attorney for Candace Louis Curtis

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O: 713-522-2224
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Bayless@baylessstokes.com

Attorney for Carl Henry Brunsting, Individually and as Independent Executor of the Estate of Elmer H. Brunsting and Nelva E Brunsting

Darlene Payne Smith
1401 McKinney, 17TH Floor
Houston, Texas 77010
O: 713-752-8640
F: 713-425-7945

Attorney for Carole Ann Brunsting

Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, Texas 78132
Pro Se

via e-service or telefax on December 5, 2014, to Jason B. Ostrom, Bobbie G. Bayless, and Darlene Payne Smith, and by email to Amy Ruth Brunsting.

/s/ Brad Featherston

Bradley E. Featherston

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EXHIBIT 1

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THE RESTATEMENT OF

THE BRUNSTING FAMILY

LIVING TRUST

Prepared By

Albert E. Vacek, Jr.

The Vacek Law Firm, PLLC

11511 Katy Freeway Suite 520
Houston, Texas 77079

Telephone: (281) 531-5800

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Article III — Our Right to Amend or Revoke This Trust

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Article V — Insurance Policies and Retirement Plans

Article VI — For So Long As We Both Shall Live

Article VII — Upon the Death of One of Us

Article VIII — Administration of the Survivor's Trust

Article IX — Administration of the Decedent's Trust

Article X — Upon the Death of the Survivor of Us

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Article XI	**Protection of Beneficial Interests**
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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 ad all prior amendments.

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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.

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Our trust may also be known as:

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

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

Name	Birth Date
CANDACE LOUISE CURTIS	private
CAROL ANN BRUNSTING	private
CARL HENRY BRUNSTING	
AMY RUTH TSCHIRHART	
ANITA KAY RILEY	

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust

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during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

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Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

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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

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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.

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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.

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A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

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On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

_____
Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____.

_____
Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

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 of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee 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.

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Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may 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 Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

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Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

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deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or

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estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or

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such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

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Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

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Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,

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in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent

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of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death

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of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

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Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

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Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;

2. Our residence shall be designed or adapted for human residence;

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3. Such property shall at all times be used as our residence;

4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;

5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;

6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and

7. This trust has acquired the property in an instrument of title that

   a. describes the property with sufficient certainty to identify it and the interest acquired;

   b. is recorded in the real property records of the county in which the property is located; and

   c. is executed by one or both of us as Trustors or by our personal representatives.

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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

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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

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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.

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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.

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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.

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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.

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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.

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Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

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2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

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Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

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3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

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Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

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The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

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

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

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b. Purchase of Assets and Loans

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

c. Distributions from the Personal Representative

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

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

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a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

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c. **Taxes and Returns**

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

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Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.

2. **PRINCIPAL**

   a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed $5,000.00.

   b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.

   c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

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If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

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Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the

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appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

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Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

Beneficiary	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
CARL HENRY BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
ANITA KAY RILEY	1/5

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share created for CANDACE LOUISE CURTIS shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

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ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

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iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

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i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

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However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to

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CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY

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BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

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In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH

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TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last

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will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on

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such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

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2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount..

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

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Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

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Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

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Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

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Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall 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 proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

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Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

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2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

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The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

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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.

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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

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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.

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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

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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

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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.

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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.

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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

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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.

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Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

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4. Founders. The term "Founders" means the "grantors", "trustors", "settlors" or any other name given to the makers of this trust either by law or by popular usage.

5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals, other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.

6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.

8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

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10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

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Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, 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 the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

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Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

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Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

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Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity

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as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, 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 transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

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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

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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

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EXHIBIT 2

QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

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the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

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DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

Beneficiaries	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
CARL HENRY BRUNSTING	1/5
ANITA KAY BRUNSTING	1/5

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B. **Division into Separate Shares**

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. **Share for CANDACE LOUISE CURTIS**

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. **Share for CAROL ANN BRUNSTING**

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. **Share for AMY RUTH TSCHIRHART**

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

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RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

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to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;

2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;

3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

4. To protect trust assets and income from claims of and interference from third parties;

5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

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7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);

8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;

9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and

10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

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successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c)) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

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the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustor's intent in creating the trust, as set forth above in paragraph B.

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.

   a. Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Education, Maintenance and Support": In exercising the discretionary powers to provide benefits under this trust, the Trustee shall take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustor requests that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including,

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but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.

c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

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Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."

e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."

H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

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thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

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for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

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business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

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as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).

7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

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make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.

2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.

3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.

B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

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PLLC of Houston, Texas, to help ensure the appropriate selection of the initial Trust Protector.

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."

3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.

4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."

5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not

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require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

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incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

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The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

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custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.

   a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.

   b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").

   c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

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state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.

7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.

8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.

9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

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inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

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1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;

2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;

3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;

4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;

5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;

6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;

7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

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attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;

9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

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B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

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Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

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be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041 , no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

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Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.

3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:

   a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.

4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

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the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

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7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.

B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

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most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).

2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.

3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

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separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power; Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.

5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

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the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:

   a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and

   b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.

3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.

4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

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not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:

   a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;

   b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;

   c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or

   d. Abandon Property: Abandonment of such asset.

2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.

3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

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Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.

D. Indemnification of Trustee from Trust Assets for Environmental Expenses:

1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.

a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:

(i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;

(ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;

(iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and

(iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.

b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:

(i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

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(ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.

3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.

F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

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ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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EXHIBIT 3

NO. 412.249-401 PROBATE COURT 4

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting	§	IN PROBATE COURT
vs.	§	
ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS	§	NUMBER FOUR (4) OF
	§	HARRIS COUNTY, TEXAS

FILED
15 JUN -7 PM 4:30
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FIRST AMENDED PETITION FOR DECLARATORY JUDGMENT, FOR AN ACCOUNTING, FOR DAMAGES, AND FOR IMPOSITION OF A CONSTRUCTIVE TRUST

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TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, CARL HENRY BRUNSTING, individually and as Independent Executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting, filing his First Amended Petition for Declaratory Judgment, for Accounting, for Damages, and for Imposition of a Constructive Trust, and in support thereof would show the Court as follows:

I.

Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

II.

Parties

2. Plaintiff is the duly appointed personal representative of the estates of both his father, Elmer H. Brunsting ("Elmer"),[1] and his mother, Nelva E. Brunsting ("Nelva").[2] These estates are collectively referred to herein as the "Estates." In his individual capacity, Plaintiff is referred to herein as "Carl." Carl was previously a successor trustee of the Brunsting Family Living Trust created on October 10, 1996 and restated on January 12, 2005 (the "Family Trust"). Carl is a beneficiary of the Family Trust and the other trusts created by its terms. Elmer was a trustee and a beneficiary of the Family Trust, and Nelva was also a trustee and beneficiary of the Family Trust and its successor trusts. The successor trusts of the Family Trust resulted pursuant to the terms of the Family Trust upon Elmer's death. Those successor trusts are the Elmer H. Brunsting Decedent's

[1]Elmer died on April 1, 2009. Plaintiff qualified as Independent Executor of his estate on August 28, 2012.

[2]Nelva died on November 11, 2011. Plaintiff qualified as Independent Executor of her estate on August 28, 2012.

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Trust ("Elmer's Decedent's Trust") and the Nelva E. Brunsting Survivor's Trust ("Nelva's Survivor's Trust"). Those are sometimes collectively referred to herein as the "Successor Trusts." Carl is also the beneficiary, but not the trustee, of the Carl Henry Brunsting Personal Asset Trust ("Carl's Trust") which was created pursuant to the terms of the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment signed on 8/25/10 (the "8/25/10 QBD"). As will be further discussed herein, Plaintiff believes the 8/25/10 QBD was the result of undue influence, was done when Nelva lacked capacity and/or was created by deception so that Nelva did not understand or consent to the document. In fact, it is far from clear what documents Nelva even signed or knew existed.

3. Defendant Anita Kay Brunsting f/k/a/ Anita Kay Riley is Carl's sister. Anita has made an appearance in this action and may be served through her counsel of record. In her individual capacity and when acting pursuant to the power of attorney purportedly executed by Nelva on August 25, 2010 ("8/25/10 POA"), this Defendant will be referred to herein as "Anita." Anita was named as a successor trustee under the terms of the tainted 8/25/10 QBD. Pursuant to the terms of that document, upon Nelva's death, Anita was to become co-trustee of the Family Trust and the Successor Trusts. On December 21, 2010, however, Nelva purportedly signed a resignation of her position as trustee and appointed Anita to be her successor even before her death. From that point until her mother's death on November 11, 2011, Anita acted as the sole trustee of the Family Trust and the Successor Trusts. As will be discussed herein, Plaintiff believes Anita convinced Nelva to resign from her trustee position and to appoint Anita as her replacement through improper means and for improper purposes. The terms of the tainted 8/25/10 QBD made Anita co-trustee of Carl's Trust. Anita is also beneficiary and trustee of the Anita Kay Brunsting Personal Asset Trust ("Anita's Trust").

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4. Defendant Amy Ruth Brunsting f/k/a/ Amy Ruth Tschirhart ("Amy") is Carl's sister. Amy has made an appearance in this action and may be served through her counsel. Pursuant to the terms of the tainted 8/25/10 QBD, Amy became a co-trustee of the Family Trust and the Successor Trusts upon Nelva's death. Anita and Amy in their capacity as trustees of the Family Trusts and the Successor Trusts are sometimes collectively referred to herein as the "Current Trustees". Amy is also the beneficiary and the trustee of the Amy Ruth Brunsting Personal Asset Trust ("Amy's Trust"). The terms of the tainted 8/25/10 QBD also made Amy co-trustee of Carl's Trust.

5. Defendant Carole Ann Brunsting ("Carole") is Carl's sister. Carole has made an appearance in this action and may be served through her counsel. Carole was named in Nelva's health care power of attorney and was made a joint signatory on Nelva's bank account when Anita took over as trustee. Carole is also the beneficiary and trustee of the Carole Ann Brunsting Personal Asset Trust ("Carole's Trust").

6. Candace Louise Curtis ("Candy") is Carl's sister. Candy is named in this action only because these claims impact her rights as a beneficiary of various trusts. Plaintiff does not seek to recover any damages from Candy. Candy has waived service of citation. Candy and Carl were the only Brunsting siblings whose right to be trustees of their own trusts after Nelva died were extinguished by the changes implemented in the tainted 8/25/10 QBD. Candy is the beneficiary of the Candace Louise Curtis Personal Asset Trust ("Candy's Trust") of which Anita and Amy are the co-trustees.

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III.

Jurisdiction

7. Plaintiff brings this cause of action pursuant to Chapters 37 of the Texas Civil Practice and Remedies Code and Chapter 115 of the Texas Property Code. More specifically, Plaintiff brings this proceeding to:

(a) establish, construe the terms of, and determine the rights and liabilities of the parties under the Family Trust, the Successor Trusts, and the trusts purportedly created pursuant to the terms of the tainted 8/25/10 QBD;

(b) require an accounting of all the trusts and other transactions resulting from Anita, Amy, and Carole's exercise of control over Elmer and Nelva's remaining assets, however held;

(c) determine damages resulting from Anita, Amy, and Carole's wrongful acts, including, but not limited to, numerous breaches of fiduciary duties;

(d) impose a constructive trust over assets wrongfully transferred, as well as anything of value obtained through the use of assets wrongfully transferred;

(e) obtain injunctive relief to preserve Elmer and Nelva's assets, however held, until the records concerning the transfers of assets can be examined and appropriate remedies can be sought so that the improper transfers can be reversed and the assets can be properly allocated and distributed.

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IV.

Venue

8. Venue in this cause is in Harris County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code §15.002(a)(1) because all, or substantially all, of the acts giving rise to Plaintiff's claims occurred in Harris County, Texas.

V.

Facts

9. On October 10, 1996, Elmer and Nelva established the Family Trust. The Family Trust was restated on January 12, 2005. The Family Trust was initially revocable, but only until the death of either Elmer or Nelva. Thus, when Elmer died on April 1, 2009, the Family Trust became irrevocable. At that point, the Family Trust's assets were to be divided between Elmer's Decedent's Trust and Nelva's Survivor's Trust pursuant to Article VII of the Family Trust.

10. At some point, Anita and Amy implemented a plan to take over their parents' remaining assets and divide the spoils. That plan was made feasible when Carl became seriously ill with encephalitis in July, 2010. Carl had been an obstacle to Anita and Amy's plans, so they seized the opportunity to become even more aggressive in controlling their mother's actions. Carole's initial resistence to Anita and Amy's scheme was apparently eliminated through transfers of assets to which she was not entitled.

11. Anita and Amy carried out their plan of replacing their mother's wishes with their own with the help of Nelva's own legal counsel. The result was the tainted 8/25/10 QBD. Through bullying and deception, that document was executed without regard to Nelva's capacity and notwithstanding Nelva's apparent lack of understanding, knowledge, or consent to what was occurring. The 8/25/10 QBD removed Carl from his successor trustee roles. At that time all prior

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powers of attorney were revoked and replaced with one giving Anita control of her mother's affairs. During the same period, Nelva's safe deposit box to which Carl had access was closed and a new one opened giving Anita access instead. Anita and Amy apparently determined which documents would be prepared, regardless of whether Nelva agreed with or even knew what they were doing. The only document which Anita and Amy wanted but seem to have been unsuccessful in implementing was a document intended to exclude Carl's daughter and granddaughter from inheriting through Nelva.

12. Perhaps because it became too difficult to even pretend to be obtaining Nelva's signature on documents needed to take all the steps Defendants wanted to take, or because Anita, Amy, and Carole did not want to wait for Nelva's death to begin using her assets for their own purposes, other steps were taken to obtain complete control of Nelva's assets, however held. Anita and Amy's continued efforts resulted in Nelva's purported resignation as trustee and purported appointment of Anita as substitute trustee of the Family Trust and the Successor Trusts on December 21, 2010. Thereafter, Anita used her position as trustee to repeatedly transfer assets for her own benefit and that of her children, for Amy's benefit and the benefit of Amy's children, and for Carole's benefit. Anita disregarded the terms of the Family Trust as she saw fit. For example, Anita began paying herself an exorbitant trustee's fee. Anita also began paying her own credit card bills, as well as other personal expenses, such as payments for her children's automobiles and educational expenses, from the Family Trust and Successor Trusts' accounts.

13. On December 31, 2010, an account was established, allegedly for Nelva's benefit to be used on day to day expenses but on which Carole was a signatory. Over the next year, more than $150,000 was transferred from trust accounts by Anita and spent by Carole on what appears to be predominantly items for Carole's own benefit. At the same time, Anita was draining the other

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accounts owned by Elmer's estate, Nelva, or the Successor Trusts, at least in part for her own purposes and/or other improper purposes.

14. On March 24, 2011, Anita divided the more than 4,000 shares of Exxon Mobile stock purportedly owned by the Family Trust between Elmer's Decedent's Trust and Nelva's Survivor's Trust. Then on May 9, 2011, Anita transferred 1,120 shares of that stock from Nelva's Survivor's Trust to Amy. On June 13, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to herself, and on June 15, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to Candy. An finally, on June 15, 2011, Anita transferred 1,325 shares from Elmer's Decedent's Trust to Carole. No shares were transferred to Carl, despite Anita's knowledge of Carl's serious health crisis and large medical expenses. In fact, Carl's family was not even informed of the transfers of stock and did not learn about them until after Nelva's death.

15. On June 14, 2011, Anita also transferred 135 shares of Chevron stock purportedly owned by Nelva's Survivor's Trust to each of her two children and to each of Amy's two children. No similar gift was made to either Carl's daughter or granddaughter or to Candy's two sons. Moreover, Carl's entire family was excluded from conversations addressing the status of the Brunsting estate, changes in the trusts, and Nelva's removal from involvement with and control over the trusts. Instead of assisting with Carl's medical bills, it is believed that trust assets were used to hire investigators to follow Carl's wife of 30 years and that a GPS tracking device was even placed on Carl's wife's car without her consent, at the apparent direction of Anita and Amy.

16. On Nelva's death on November 11, 2011, Amy joined Anita as co-trustee of the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust. Assets were to be divided equally into separate trusts for each of the Brunsting children upon Nelva's death. Until the tainted 8/25/10 QBD, each of the Brunsting children would have been trustee of their own trusts, but in the

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tainted 8/25/10 QBD, both Carl and Candy were removed as trustees of their own trusts. Instead, Anita and Amy were named co-trustees of both Carl's Trust and Candy's Trust.

17. Of course, by the time of Nelva's death, the remaining assets had already been plundered. Indeed, two days before Nelva died, Anita even closed the safe deposit box used by Nelva and no inventory of its contents have ever been provided although it had been where valuable items and documents had been kept. A number of valuable items remain unaccounted for after Nelva's death, such as a significant amount of savings bonds which it is believed either Anita, Amy, or Carole have not admitted they discovered and kept. Likewise, no effort was made to value, preserve, inventory, and properly divide personal property.

18. Of course, many things have not been accounted for or properly shared with Plaintiff. Plaintiff has not, for example, been provided with a copy of the lease of the most valuable asset his parents owned, a multimillion dollar farm in Iowa. To the extent information has been provided because Plaintiff has sought it and even filed a pre-suit discovery action to obtain it, that information has made it clear the plundering started long ago and only court intervention or complete dissipation of the assets will stop it. Apparently the Current Trustees believe the division of assets should be made based on the terms of the tainted 8/25/10 QBD, and without taking into consideration what Anita, Amy & Carole have already taken.

V.

Construction of Trust and Suit for Declaratory Judgment

19. The 8/25/10 QBD contains a broad *in terrorem* clause providing that a party forfeits their interest in the resulting trust if contesting its provisions. Plaintiff asserts that the *in terrorem* clause is overly broad and void as against public policy because it prohibits the trust beneficiaries

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from questioning any of the circumstances surrounding the Current Trustees' improper actions in this case, thereby preventing them from protecting their interests.

20. In addition, Plaintiff seeks declaratory relief construing the validity, terms, responsibilities, and obligations of the various documents signed or purportedly signed by Elmer and Nelva concerning their estate planning and trusts they established in connection with that estate planning. Those documents include, but are not limited to the Family Trust, the 8/25/10 QBD, the 8/25/10 POA, Nelva's purported resignation as trustee of the Family Trust and Nelva's purported appointment of Anita as successor trustee of the Family Trust. In other words, Plaintiff also asks this Court to determine Plaintiff's rights and Defendants' responsibilities relating to those documents.

21. If the Court fails to find that the *in terrorem* clause is void as against public policy to the extent it prohibits beneficiaries from questioning the actions resulting in the QBDs and the actions supposedly taken under its terms, Plaintiff asks, in the alternative, that the Court construe the documents at issue herein and declare that Plaintiff's actions in filing and pursuing this action do not violate the *in terrorem* clause.

22. Plaintiff, in fact, seeks to determine and enforce his partents' intent and to further the purposes of that intent. In doing so, Plaintiff was required to bring this action requesting declaratory relief and an accounting. Such actions would not constitute a contest even if the provision were not void because it is against public policy.

23. Plaintiff further asserts that he had just cause to bring this lawsuit and that he has brought the action in good faith. Therefore, no forfeiture should result from the action.

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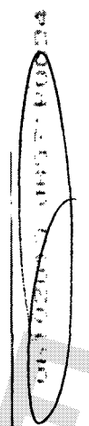

VI.

Demand for Trust Accounting

24. The Current Trustees have provided insufficient, conflicting, and unsupported information to Plaintiff accounting for the assets and transactions concerning the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust. Neither the Current Trustees nor Carole have provided any accounting of the bank account on which Carole was a joint signatory with her mother.

25. The Texas Trust Code and the trust indentures require the Current Trustees to keep complete and accurate books of account with regard to the trusts, trust property and all transactions pertaining thereto and to provide the appropriate information to the beneficiaries, but they have failed to do so. Plaintiff, therefore, requests that this Court order Defendants to account for the administration of all the trusts.

VII.

Breach of Fiduciary Duties

26. Anita and Amy have breached their duties as fiduciaries, both because of their formal positions as trustees of the various trusts, as agents for Nelva, and/or because of their family relationship to their parents and their brother. Carole had fiduciary duties to Plaintiff, because of the position of trust she held with her elderly parents and her brother and also because she was a signatory on Nelva's bank account. Not only is the family relationship one involving a high degree of trust, influence, and confidence, but in this particular case, the fiduciary obligations were magnified because of the dominance on the part of the fiduciaries and the weakness and dependence on the part of the parties to whom Defendants owed fiduciary duties. They have breached their responsibilities by, among other things, transferring valuable property without receiving appropriate

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consideration and taking assets for their own benefit and use and in violation of their duties and the trust instruments themselves. Breaches of fiduciary duty by Defendants include, but are not limited to, the following:

a. failing to keep and provide clear, regular, accurate, and complete accountings of assets;

b. resisting accountings of property and transactions;

c. failing to abide by the terms of the various trust instruments;

d. failing to preserve property and to prevent losses of property;

e. conveying property in ways which were detrimental and in violation of their obligations;

f. entering into transactions which were not in the best interests of persons and trusts to whom they owed fiduciary obligations;

g. becoming involved in matters in which Anita, Amy, and Carole represented interests which conflicted with those of their parents, Carl, and the trusts and their beneficiaries, including Nelva;

h. failing to be loyal to their family members and the trust beneficiaries and to take actions based upon the best interests of Nelva, Carl, and the trusts;

i. failing to deal impartially, fairly, and equally with Nelva, Carl, and the trusts;

j. failing to prevent transfers, gifts, or removal of assets;

k. failing to make appropriate and equal distributions;

l. failing to adequately inform the beneficiaries about assets and transactions and beneficiaries' rights;

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m. misrepresenting or allowing misrepresentations concerning assets and transactions and beneficiaries' rights;

n. failing to prevent transactions which were detrimental to their family members and the trusts;

o. allowing the payment of inappropriate amounts from assets they purportedly held as fiduciaries; and

p. failing to follow and otherwise enforce the terms of the trust instruments.

27. In connection with actions by Defendants with regard to transactions involving self-dealing, Defendants, acting in a fiduciary capacity have the burden of establishing the propriety of those transactions. Defendants must prove those transactions were fair and equitable to Plaintiff, and the transactions at issue in this case clearly were not.

28. As a result of Defendants' actions described herein, Plaintiff has been damaged. Because Defendants' actions were committed willfully and maliciously, Plaintiff also requests that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over $1 million.

VIII.

Conversion

29. Plaintiff owned, possessed, or had the right to possession of certain personal property, including, but not limited to, stock, accounts at financial institutions, contents of a safe deposit box, and savings bonds over which Defendants wrongfully exercised dominion or control.

30. Plaintiff has suffered damages as a result of Defendants' actions. Because Defendants' conversion was committed willfully and maliciously, Plaintiff also request that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over $1 million.

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IX.

Tortious Interference with Inheritance

31. Defendants' actions also constitute tortious interference with Carl's inheritance rights. Through duress, manipulation, and outright deception, Defendants obtained valuable assets which would have otherwise passed by inheritance, thus preventing Carl from receiving what he would otherwise have received from his parents' estates.

32. Carl has been damaged as a result of Defendants' actions. Defendants' actions were committed willfully, maliciously, and with the intent to conceal the true nature of the estate and the trusts, all to Carl's detriment. Accordingly, Carl also requests that exemplary damages be awarded against Defendants. Carl seeks monetary damages in excess of $1 million.

X.

Constructive Trust

33. Plaintiff seeks the imposition of a constructive trust over the assets to which he is entitled, including all property improperly transferred by Anita and Amy, including, but not limited to, the property received by Anita, Amy, Carole, and their insiders or related entities, as well as the profits Defendants received as a result of the transfer of those assets. Plaintiff also seeks the imposition of a constructive trust over the assets of Anita, Amy, and Carole's Trusts to the extent needed to reverse the improper transfers. Plaintiff thus requests a distribution of those assets in the amount lawfully due the Plaintiff, together with all interest accrued from the time such distribution should have been made.

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XI.

Fraud

34. On information and belief, Plaintiff alleges that Defendants made material, false representations to Nelva concerning the actions which were being taken with regard to her assets and the Family Trust, as well as the rights, responsibilities, and changes that were being made to the Family Trust. It is also believed that Defendants misled Nelva about the impact those changes would have, both on Nelva's assets and interest in the Family Trust and on Nelva's wishes concerning the disposition of her estate. Defendants knew the representations were false when they were made, or at the very least, Defendants made the representations recklessly. The representations were made by Defendants with the intent that Nelva act on them. Nelva relied on those representations, and as result, Plaintiff suffered injury.

35. Plaintiff has been damaged as a result of Defendants' actions. Because Defendants' actions were made willfully and maliciously, Plaintiff also requests that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over $1 million.

XII.

Civil Conspiracy

36. Defendants combined to accomplish the unlawful objectives of facilitating the breach of duties to Plaintiff and interference with Plaintiff's rights, as well as the commission of fraud and fraudulent concealment. Defendants had a meeting of the minds on the object or course of action, and all of the Defendants committed unlawful overt acts to further the conspiracy. Such actions by Defendants amount to a civil conspiracy.

37. Plaintiff has been damaged as a result of Defendants' actions. Defendants' actions in furtherance of the civil conspiracy were taken willfully and maliciously, all to the detriment of

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Plaintiff. Accordingly, Plaintiff also requests exemplary damages. Plaintiff seeks monetary damages in excess of $1 million.

XIII.

Fraudulent Concealment

38. Plaintiff was not aware of Defendants' wrongful actions because Defendants took affirmative steps to deceive Nelva and Carl and to conceal their wrongful actions from Nelva and Carl. Upon information and belief, such deception included misleading Nelva about what was being done, what she was being asked to sign, why she was being asked to sign it, what would happen if she signed it, and the status of her assets. Carl was not given any information concerning the actions being taken by Defendants. As a result of this affirmative deception by Defendants and Nelva and Carl's reasonable reliance on that deception, Plaintiff did not know of these claims in this action until well after his mother's death on November 11, 2011. In fact, Plaintiff still does not know the full extent of his claims.

XIV.

Discovery Rule

39. Plaintiff affirmatively pleads the discovery rule and asserts that his claims have been brought within the required periods from the date when he knew, or reasonably should have known, that his claims had accrued.

XV.

Tolling of Limitations

40. Tex. Civ. Prac. & Rem. Code Ann. §16.062 tolls the limitations period for Plaintiff because of Elmer and Nelva's deaths.

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XVI.

Conditions Precedent

41. All conditions precedent to the recovery of the relief sought hereunder have occurred or have been performed. Plaintiff is prosecuting this action in good faith and with just cause for the purpose of determining and protecting the assets of the trusts.

XVII.

Prejudgment Interest

42. Plaintiff is also entitled to prejudgment interest on his claims.

XVIII.

Request for Attorneys' Fees

43. Plaintiff requests that he be allowed to recover his fees and expenses for this action pursuant to Tex. Civ. Prac. Rem. Code Ann. §37.009. Plaintiff further requests that this Court award Plaintiff his costs and reasonable and necessary attorney's fees which had to be incurred prior to and in connection with this matter pursuant to Tex. Prop. Code Ann. §114.064. Plaintiff also seeks awards for any appellate fees that may be required in connection with this action.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the parties listed above be cited to appear and answer, and that on final hearing this Court declare the rights, duties and liabilities of the parties to the Trust and enter a judgment as sought by Plaintiff and for such other and further relief to which Plaintiff may show himself justly entitled.

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Respectfully submitted,

BAYLESS & STOKES

By: _____
Bobbie G. Bayless
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2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218
bayless@baylessstokes.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded to counsel of record via Telecopier on the 7th day of June, 2013, as follows:

Maureen Kuzik McCutchen
George W. Vie, III
2228 Mechanic, Suite 400
P.O. Box 1943
Galveston, TX 77553

Darlene Payne Smith
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, TX 77010

_____
BOBBIE G. BAYLESS

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EXHIBIT 4

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

CANDACE LOUISE CURTIS, PLAINTIFF	§ § §	
VS.	§ §	CIVIL ACTION NO. 4:12-CV-00592 JUDGE KENNETH M. HOYT
ANITA KAY BRUNSTING, AMY RUTH BRUNSTING, AND DOES 1-100, DEFENDANTS	§ § § §	JURY TRIAL DEMANDED

PLAINTIFF'S FIRST AMENDED PETITION

I. PARTIES

1. Plaintiff, Candice Louis Curtis is a citizen of the State of California.

2. Defendant Anita Kay Brunsting is a citizen of the State of Texas, who has answered and appeared herein.

3. Defendant Amy Ruth Brunsting is a citizen of the State of Texas, who has answered and appeared herein.

4. Necessary Party and involuntary plaintiff is Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting, who is a citizen of the State of Texas and is expected to waive the issuance of citation. He is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.

5. Necessary Party is Carole Ann Brunsting, who is a citizen of the State of Texas, and who can be served with citation at 5822 Jason St., Houston, Texas 77074. She is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.

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II. JURISDICTION AND VENUE

6. This Court had jurisdiction of the state law claims alleged herein pursuant to 28 USC § 1332(a)(1) – 28 USC § 1332(b), and 28 USC § 1332(C)(2) in that this action is between parties who are citizens of different states and the amount in controversy exceeds the sum of $75,000.00, exclusive of interests and costs. Jurisdiction may be destroyed if all necessary parties are joined.

7. The Res in this matter includes assets belonging to the Brunsting Family Living Trust ("Trust") and assets belonging to the Estate of Nelva Brunsting, Deceased, under the care and control of Necessary Party Carl Brunsting.

III. NATURE OF ACTION

8. This action arises out of the misappropriate and mismanagement of assets that belonged to Nelva Brunsting during her life and of assets that belonged to the Brunsting Family Trust, and the execution of invalid documents seeking to amend the Brunsting Family Trust.

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IV. CAUSES OF ACTION

9. Breach of Fiduciary Duty. Defendants Anita Brunsting and Amy Brunsting are Co-Trustees of the Trust and owed to Plaintiff , Carl Brunsting, and Carole Brunsting, a fiduciary duty, which includes : (1) a duty of loyalty and utmost good faith; (2) a duty of candor; (3) a duty to refrain from self-dealing; (4) a duty to act with integrity of the strictest kind; (5) a duty of fair, honest dealing; and (6) a duty of full disclosure. Defendants have violated this duty by engaging in self-dealing, by failing to disclose the existence of assets to Plaintiff, by failing to account to Plaintiffs for Trust assets and income, by failing to place Plaintiff's interests ahead of their own, and by making distributions that deviate from the strict language of the Trust. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment

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interest and costs of court.

10. Fraud. Defendants Anita Brunsting and Amy Brunsting made misrepresentations of material facts with the intent that Plaintiff rely upon them, and Plaintiff did rely upon such misrepresentations to her detriment. Such misrepresentations included statements regarding the Trust, Trust assets, and her right to receive both information and Trust assets. On information and belief, Defendants made fraudulent misrepresentations to Nelva Brunsting upon which she relied to her detriment and to the ultimate detriment of her Estate. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment interest both on behalf of herself, and on behalf of the Estate of Nelva Brunsting, Deceased.

11. Constructive Fraud. Constructive fraud exists when a breach of a legal or equitable duty occurs that has a tendency to deceive others and violate their confidence. As a result of Defendants' fiduciary relationship with Plaintiff and with Nelva Brunsting, Defendants owed Plaintiff and Nelva Brunsting legal duties. The breaches of the fiduciary duties discussed above and incorporated herein by reference constitute constructive fraud, which caused injury to both Nelva Brunsting's Estate and Plaintiff. Plaintiff seeks actual damages, as well as, punitive damages individually and on behalf of Nelva Brunsting's Estate.

12. Money Had and Received. Defendants have taken money that belongs in equity and good conscience to Plaintiff,and has done so with malice and through fraud. Plaintiff seeks her actual damages, exemplary damages, pre- and post-judgment interest and court costs.

13. Conversion. Defendants have converted assets that belong to Plaintiff as beneficiary of the Brunsting Family Trust, assets that belong to the Brunsting Family Trust, and assets that belonged to Nelva Brunsting and that should be a part of her Estate. Defendants have

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wrongfully and with malice exercised dominion and control over these assets, and has damaged Plaintiff, the Brunsting Family Trust, as well as the Estate of Nelva Brusting by so doing. Plaintiff seeks actual damages, exemplary damages, pre- and post-judgment interest and court costs, both individually and on behalf of the Decedent's Estate.

14. Tortious Interference with Inheritance Rights. A cause of action for tortious interference with inheritance rights exists when a defendant by fraud, duress, or other tortious means intentionally prevents another from receiving from a third person an inheritance or gift that he would otherwise have received. Defendants herein breached their fiduciary duties and converted funds that would have passed to Plaintiff through the Brunsting Family Trust, and in doing so tortiously interfered with Plaintiff's inheritance rights. Plaintiff seeks actual damages as well as punitive damages.

15. Declaratory Judgment Action. The Brunsting Family Trust was created by Nelva and Elmer Brunsting, and became irrevocable upon the death of Elmer Brunsting. After his death, Nelva executed a Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment ("Modification Documents"), which attempted to change the terms of the then-irrevocable Trust. Upon information and belief, Nelva did not understand what she was signing when she signed the Modification Documents, and signed them as a result of undue influence and/or duress. Plaintiff seeks a declaration that the Modification Documents are not valid, and further that the *in terrorem* clause contained therein is overly broad, against public policy and not capable of enforcement. Plaintiff further seeks a declaration as to her rights under the Brunsting Family Trust. Plaintiff contends and will show that she has brought her action in good faith.

16. Demand for Accounting. Plaintiff seeks a formal accounting from Defendants in compliance

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with the Texas Property Code.

V. JURY DEMAND

17. Plaintiff hereby makes her demand for a jury trial in this matter.

VI. PRAYER

18. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final trial in this matter, she will take judgment for her actual and exemplary damages, actual and exemplary damages will be awarded to the Estate of Nelva Brunsting, that pre- and post-judgment interest and costs of court will be assessed against the Defendants, and that she be granted such other and further relief to which she may show herself justly entitled.

Respectfully Submitted,

OSTROM/Sain
A limited Liability Partnership

BY: */s/ Jason B. Ostrom*
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(TBA #24027710)
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Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing. Additionally, this document will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ Jason B. Ostrom
Jason B. Ostrom

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July 15, 2013

Re: Case No. 4:12-cv-00592; *Candace Louise Curtis v. Anita Kay Brunsting et al* – In the United States District Court for the Southern District of Texas, Houston Division

Mr. William G. West, C.P.A. & Bankruptcy Trustee
Southern District of Texas
12345 Jones Road, Suite 120
Houston, TX 77070

Dear Mr. West:

We previously delivered three binders, a folder, CDs (Bates #s AABrunsting.Financials 002359-004082) and a chart of the Brunsting accounts to you as requested and pursuant to the Court's order. We also delivered an additional binder and CD (Bates #s AABrunsting.Financials 004083-0042832). We want to provide the following information to assist you in your review of the documentation and to provide some background and context you otherwise might not have.

1. Under the terms of the Living Trust and its sub-trusts, the Trustee is entitled to a fee. Anita Brunsting became Successor Trustee on December 21, 2010. Ms. Brunsting consulted with Vacek & Freed, the attorneys who prepared the Living Trust and its sub-trusts, to determine the percentage amount of her fee. Instead of taking her $41,070.08 Trustee's fee in cash, Ms. Brunsting paid her personal credit cards with trust assets and paid for some of her children's college expenses beginning May 5, 2011, through November 8, 2011. During this period, two percent of the trust value was $45,826.00; thus we contend the Trustee's fee was reasonable. (**See Bates 002346**).

2. Mr. and Mrs. Brunsting had a history of making financial gifts to their five children as well as their seven grandchildren. Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses. Mrs. Brunsting continued gifting when she was

Trustee. The financial documents we have provided will not show all of the gifts to the older children and the older grandchildren, since many gifts were made prior to Mr. Brunsting's death. Because Anita and Amy are the youngest children and, in turn, their children are the youngest grandchildren, gifts to them may seem to predominate, when in fact all previous gifts to the older children and older grandchildren may not be reflected in the records. (**See Bates 002341-002343**). Further, prior to Anita becoming Trustee, Mr. and Mrs. Brunsting gave Candace Curtis at least $42,000.00 and loaned her an additional $20,000.00 against her inheritance. After Anita became Trustee, her mother requested that an additional $11,000.00 in gifts be made to Candace Curtis (detailed below). See enclosed spreadsheet detailing gifts.

3. When Anita Brunsting became Trustee in December 2010, Mrs. Brunsting wanted to continue her history of gifting to her children and grandchildren. In May 2011, at her mother's direction, Anita transferred stock from the Survivor's Trust to Amy so that Amy could pay off her mortgage, and in June 2011 transferred stock from the Decedent's Trust to Carole so that Carole could update her home and pay off her mortgage. Note that Mrs. Brunsting wanted to ensure that Amy's and Carole's homes were paid off as she and her husband did the same for Anita in approximately 2005. (**See Bates 002342-002343**). Amy and her husband divorced and Mrs. Brunsting was concerned about the welfare of Amy and her children since Amy's ex-husband terminated his parental rights and was not paying any child support. Mrs. Brunsting also instructed Anita to make gifts to Amy's two children, J.B. and A.B. , and for Anita's two children, Katie Riley and Luke Riley for future car and college expenses. Each of the four grandchildren received 135 shares of Chevron stock from the Survivor's Trust in June 2011. (**See Bates 002343**) Before Anita transferred the stock at her mother's instructions, she consulted with attorney Candace Freed of Vacek & Freed, the attorneys who prepared the Living Trust and its sub-trusts, and accountant Rich Rikkers confirming it was not improper to make these transfers.

4. In November 2010, Mrs. Brunsting sent an e-mail to Amy Brunsting stating Mrs. Brunsting was gifting Amy $13,000.00, although the transfer was not complete until 2011. Specifically, $7,000.00 was given on December 31, 2010, and $6,000.00 was given on January 19, 2011 (**See Bates 002333, 002360**).

5. Mrs. Brunsting informed Anita that she had been giving money to Candace and instructed her to continue to give Candace what she needed. In April 2011, Anita gave $3,000.00 to Candace Curtis. (**See Bates 002334,002374**) In June 2011, Anita gave $2,000.00 to Candace Curtis. (**See Bates 002336, 002384**). In August 2011, Anita gave $2,000.00 to Candace Curtis. (**See Bates 002337, 002395**) In October 2011, Anita gave $2,000.00 to Candace Curtis. (**See Bates 002338, 002404**) In November 2011, Anita gave $2,000.00 to Candace Curtis. In November 2011, Mrs. Brunsting instructed Anita to give $2,000.00 for her son,

Luke Riley's education. (**See Bates 002339, 002408-002409**). Anita distributed $12,585.60 in Exxon stock from the survivor's trust to Candace Curtis in June 2011 for a reserve to help Candace Curtis with expenses, should Mrs. Brunsting passed away.

6. In approximately July 2010, Carl Brunsting became very ill. He was hospitalized and, for a period of time, lived with Mrs. Brunsting instead of his wife, Drina Brunsting. Mrs. Brunsting paid almost $47,000.00 for personal care providers for Carl. (**See Bates 002344-002345**).

7. Anita Brunsting resides in Victoria, Texas, approximately two hours and approximately 120 miles from her parents' home in Houston. Because Anita could not be with her mother on a daily basis, it was not practical for Anita to oversee her mother's daily incidentals. Thus, Mrs. Brunsting placed Carole Brunsting as a Joint Tenant with Right of Survivorship on one of her Bank of America accounts (ending in 9546), so Carole could assist with Mrs. Brunsting's day-to-day expenses. Since Anita was not a signatory on this account she, as Trustee, transferred funds into this account for her mother and Carole to write checks or make withdrawals for her mother's needs. Note that on April 7, 2011, a $3,000.00 gift was given to Candace Curtis from this account. (**See Bates 002336-002340**). (This is in addition to the gifts to Candace Curtis described above.)

8. The Brunsting family home was sold in March 2012 and $433,129.52 was deposited into the Survivor's Trust at Bank of America (account ending in 3523). (**See Bates 002439**) Because the deposits would exceed the FDIC limit, Anita Brunsting transferred $167,000.00 to a Bank of America account ending in 3536. (**See Bates 002459, 002524**) However, this is an account of the Decedent's Trust, not the Survivor's Trust, so the funds were then transferred to a Survivor's Trust savings account at Bank of America (account ending in 8577). (**See Bates 002527, 002576**).

If you have any questions regarding the funds or transfers between accounts, my clients and I will be happy to answer them.

Thank you.

Sincerely,

/s/ George W. Vie III

George W. Vie III

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-CV-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

Plaintiffs' Joint Answer to Defendant Albert Vacek, Jr. and Defendant Candace Kunz-Freed's Motions to Dismiss Pursuant to Federal Rules of Civil Procedure 12(b)(1), 12(b)(6) and 9(b)

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I. INTRODUCTION

1. This is a private interest as well as a public interest lawsuit as the subject matter relates to the legitimate administration of justice.

2. On July 5, 2016, Plaintiffs filed a complaint into the Southern District of Texas, individually and as private attorneys general, alleging a public corruption conspiracy under the Racketeer Influenced Corrupt Organization Act (RICO) at 18 U.S.C. §§1961-1968 and the right of claims provided at 18 U.S.C. §1964(c).

3. On September 7, 2016, Defendants Albert Vacek, Jr. and Candace Kunz-Freed, collectively V&F, filed motions to dismiss under Federal Rule of Civil Procedure 12(b)(6), (Dkt 19), and Federal Rule of Civil Procedure 12(b)(1) (Dkt 20).

4. On September 15, 2016, Plaintiffs filed an Addendum of Memorandum (Dkt 26) as a factual supplement to the RICO complaint. (Dkt 1)

5. Plaintiffs hereby incorporate the Addendum in response to Defendants' claim of a want of specific allegations against Vacek & Freed and the other affirmative defenses.

II. STANDARDS OF REVIEW

Federal Rule 12(b)(6)

6. When evaluating a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6), the court must take the facts alleged in the complaint as true and construe them in the light most favorable to the plaintiff. *Resnick v. AvMed, Inc., 693 F.3d 1317, 1321–22 (11th Cir. 2012).* To survive Rule 12(b)(6) scrutiny, "a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)* (quoting *Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)*). "[F]acial plausibility" exists "when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Id. (citing Twombly, 550 U.S. at 556).

7. The standard of appellate review for a motion to dismiss pursuant to Rule 12(b)(6) is de novo , and the Court will employ the same standard as the district court. *First Am. Title Co. v. Devaugh, 480 F.3d 438, 443 (6th Cir. 2007)*; *Nat'l Hockey League Players Ass'n v. Plymouth Whalers Hockey Club, 419 F.3d 462, 468 (6th Cir. 2005).*

Federal Rule 12(b)(1)

8. Whether or not a court has subject matter jurisdiction over a party is a question of law reviewed de novo; thus, a decision on a motion to dismiss under Federal Rule of Civil Procedure 12(b)(1) for lack of subject matter jurisdiction is an issue of law

reviewed de novo. *Hunter Douglas, Inc. v. Harmonic Design, Inc., 153 F.3d 1318, 1325, 47 U.S.P.Q.2d 1769, 1772 (Fed. Cir. 1998)*.

9. On a Rule 12(b)(1) Facial Attack the court evaluates whether the plaintiff "has sufficiently alleged a basis of subject matter jurisdiction" in the complaint and employs standards similar to those governing Rule 12(b)(6) review. *Houston v. Marod Supermarkets, Inc., 733 F.3d 1323, 1335 (11th Cir. 2013*).

10. In contrast to a facial attack on subject matter jurisdiction, a Rule 12(b)(1) factual attack "challenge[s] the existence of subject matter jurisdiction in fact, irrespective of the pleadings, and matters outside the pleadings such as testimony and affidavits are considered." *Lawrence v. Dunbar, 919 F.2d 1525, 1529 (11th Cir. 1990)* (internal quotation marks omitted).

11. When the attack is factual "the trial court is free to weigh the evidence and satisfy itself as to the existence of its power to hear the case." *Id.* Therefore, "no presumptive truthfulness attaches to plaintiff's allegations, and the existence of disputed material facts will not preclude the trial court from evaluating for itself the merits of jurisdictional claims." *Id.*

12. The Denial of a motion to dismiss pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction is not immediately appealable. *Data Gen. Corp. v. Cnty. of Durham, 143 N.C. App. 97, 100, 545 S.E.2d 243, 245-46 (2001).*

III. ISSUES PRESENTED

13. Plaintiffs have not adequately pled the necessary predicate acts.

14. Plaintiffs have failed to allege an unlawful act against V & F.

15. Plaintiffs have failed to adequately plead with particularity their fraud-based predicate acts as required by Federal Rule 9(b).

16. Plaintiffs have failed to plead reliance in connection with their fraud related claims.

17. Plaintiffs have failed to plead a cognizable RICO enterprise.

a. Plaintiffs' enterprise allegations are too vague and conclusory.

b. Plaintiffs' alleged enterprise lacks continuity.

c. Plaintiffs have failed to adequately plead a pattern of racketeering activity.

d. Plaintiffs have not adequately alleged a conspiracy claim under § 1962(d).

e. Plaintiffs' claims should be dismissed because Plaintiffs' allegations do not satisfy RICO's proximate cause standard.

f. Plaintiffs' claims should be dismissed because a violation of the Hobbs act does not create a private cause of action.

g. Plaintiffs' claims should be dismissed because V & F cannot be civilly liable for aiding and abetting.

h. Plaintiffs' claims should be dismissed because Plaintiffs have not adequately pled a violation of Plaintiffs' civil rights.

i. Plaintiffs have not adequately pled a claim under § 1983.

j. Plaintiffs have not met the Nexus/joint-action test.

k. Plaintiffs have not met the public function/state coercion or encouragement tests.

l. Plaintiffs have not adequately pled a claim under § 1985.

m. Tortious interference with inheritance rights is not a recognized cause of action in Texas.

IV. CONTEXTUAL SUMMARY

18. Plaintiff Candace Louise Curtis (Curtis) lives in California and is a beneficiary of inter vivos trusts having a situs in Houston, Texas. Other beneficiaries of the trusts include Plaintiff

Curtis' siblings: Carl, Carole, Amy and Anita Brunsting, and also includes the remaindermen grandchildren and great grandchildren of Grantors Elmer and Nelva Brunsting et al, per stirpes.

19. Plaintiff Curtis is not an heir to any estate and has no inheritance expectancy, is not party to any estate litigation and does not believe there is any estate litigation as a matter of law.

20. This RICO lawsuit is a culmination of 4 and one-half years of multi- jurisdictional litigation that began in the federal court as a simple breach of fiduciary under diversity jurisdiction[1] seeking accounting and fiduciary disclosures, went to the Fifth Circuit[2] and back to the TXSD and then to Harris County Probate (where no one has heard of it since[3]), and the controversy is now back in an honorable federal Court under federal question jurisdiction.

21. In response to Rule 12(b)(6) motions to dismiss, on September 15, 2016, Plaintiffs filed the Rule 11(b) and Rule 60 Motions previously filed in Judge Hoyt's Court,[4] as an Addendum of Memorandum (Dkt 26), supplementing the original RICO complaint in this case.

V. HISTORY OF THE CONTROVERSY

According to the record:

22. In 1996, Elmer Brunsting and his wife Nelva Brunsting created the original Brunsting Family Living Trust for their benefit, for the benefit of their five primary issue, as well as for the remaindermen grandchildren and great grandchildren. (Exhibit A1 – Art. I Sec. (c) attached E1-E61)

23. The Brunstings restated their Trust in 2005 (A2 attached E62-E148) and amended the restatement in 2007 (A3 attached E149-E151).

24. Elmer Brunsting was declared incompetent in June 2008 and passed on April 1, 2009.

[1] Curtis v Brunsting 4:12-cv-592 filed TXSD February 27, 2012
[2] Curtis v Brunsting 704 F.3d 406 (2013)
[3] Dkt 25 Motion to Dismiss filed by Jill Young wondering "What is Curtis v Brunsting?"
[4] Curtis v Brunsting 4:12-cv-592 filed TXSD February 27, 2012

25. At the death of Elmer Brunsting the inter vivos "family" trust became irrevocable and divided its assets among an irrevocable decedent's trust and a revocable survivor's trust.

26. Nelva Brunsting passed on November 11, 2011 and a number of illicit instruments surfaced that had been drafted after Elmer Brunsting became incompetent and after he passed, that claim to have effected changes that could not have been made under the law of the trust. (Dkt 26-14)

27. The acting trustees, Anita and Amy Brunsting, refused to answer, account or provide disclosures and after two unsuccessful demand letters[5] advising Defendants Anita and Amy Brunsting to do the right thing, Plaintiff Curtis brought suit.

VI. HISTORY OF THE LITIGATION

28. Plaintiff Curtis filed a Petition in the United States District Court for the Southern District of Texas, Houston Division, under Diversity Jurisdiction on February 27, 2012, claiming breach of fiduciary, seeking disclosures and a full, true, complete accounting[6] and other lawful and equitable relief.

29. On March 6, 2012, Vacek & Freed staff attorney Defendant Bernard Mathews, appearing under the letterhead "Green and Mathews" filed a motion for an emergency order, accompanied by a false affidavit signed and verified by Defendant Amy Brunsting (A4 attached E152-E155), in which Mathews implied the existence of a probate exception to Plaintiff's claims, knowing full well he had filed a nearly identical claim on behalf of plaintiff Reginald Parr, not in the probate court but in the Harris County District Court, only 3 days earlier.[7]

[5] Exhibits 17 and 20 in the original federal complaint at pages 67-68, and 71-79 respectively.
[6] Case 4:12-cv-592 Candace Louise Curtis v Anita and Amy Brunsting filed TXSD 2/27/2012
[7] Parr v Dunegan 2012 13022 (190th Judicial District)

30. On March 8, 2012, in reliance upon the material misrepresentations contained in Defendants' Motion and Affidavit, Judge Hoyt dismissed Plaintiff Curtis' Pro se Petition sua sponte, under the probate exception to federal diversity jurisdiction. Plaintiff Curtis filed a timely notice of appeal and was forced to endure the delay and expense of that effort.

31. Then on March 9, 2012, Bobbie Bayless filed a petition for deposition before suit on behalf of Carl Brunsting in Harris County District Court.[8]

32. *On January 9, 2013,* the Fifth Circuit Court of Appeals, in a unanimous decision, reversed and remanded back to the Southern District of Texas clearly verifying that the Brunsting trust is not the estate of Nelva Brunsting.[9]

33. Plaintiff Curtis immediately filed for a protective order.

34. *On January 29, 2013,* Carl Brunsting, as Executor of the estate of Nelva Brunsting, filed suit against trust attorney Candace Kunz-Freed and Vacek & Freed P.L.L.C. in the Harris County District Court raising claims exclusively related to the Brunsting trusts then in the custody of the federal court.[10]

35. On April 9, 2013, in response to Plaintiff Curtis' application for a protective order, the Honorable Kenneth Hoyt issued an Order enjoining Defendants Amy and Anita Brunsting from spending trust funds or liquidating trust assets without the Court's approval and commanding specific performance. (A5 attached E156-E160)

36. Also on April 9, 2013 Bobbie Bayless filed claims against Amy, Anita and Carole Brunsting in Harris County Probate Court No. 4, in the name of Carl Brunsting individually (412249-401) and as executor of the estate of Nelva Brunsting (412249) and after trailing and

[8] 201214538 - (Court 080)
[9] Curtis v Brunsting 704 F.3d 406
[10] No. 2013-05455; Carl Henry Brunsting v. Candace Freed & Vacek & Freed; 164th Judicial District Court of Harris County, TX

dogging Plaintiff Curtis' litigation always one step behind, Bayless named federal Plaintiff Curtis a "Nominal Defendant" while alleging no claims. (A6 attached E161-E180)

37. Due to a change of circumstances in late 2013, Plaintiff Curtis retained Houston attorney Jason Ostrom to assist with her federal lawsuit.

38. Upon appearing in the matter Mr. Ostrom conceived of an arrangement by which Defendants agreed to modification of Plaintiff's Petition to include her brother Carl Henry Brunsting as an involuntary plaintiff, thus polluting diversity and facilitating a remand to Harris County Probate Court on May 22, 2014.(A7 attached E181-E185)

39. In exchange, Defendants agreed to abide by the federal injunction and all orders of the federal Court and on that basis the Court approved the amended complaint and entered an Order for Remand to the Harris County Probate Court. (A8 attached E186-E187)

40. The Motion granting Plaintiff Curtis' remand was filed in the estate of Nelva Brunsting, No. 412249 on June 6, 2014, and the Harris County Clerk assigned Curtis v Brunsting auxiliary number 412249-402.

41. The Defendants ask the Court to believe Plaintiffs are responsible for a myriad of lawsuits, but Probate No. 4 has three cases on record and Harris County District Court has two more. Only one of these suits was filed by Plaintiff Curtis and it was filed in the federal court on February 27, 2012. The state court cases are:

a. No. 201214538 – 80th Judicial District Court of Harris County Texas, Carl Henry Brunsting and the estate of Nelva Brunsting Petition to take depositions before suit.
b. No. 412249 Carl Henry Brunsting executor of the estate of Nelva Brunsting, vs Amy, Anita and Carole Brunsting.
c. No. 412249-401 Carl Henry Brunsting Individually vs Amy, Anita and Carole Brunsting, and

d. No. 412249-402 Candace Curtis v Anita and Amy Brunsting, filed TXSD February 27, 2012, remanded from the federal court to the state probate court May 9, 2014.

e. No. 2013-05455 - Carl Henry Brunsting v. Candace Freed & Vacek & Freed; 164th Judicial District Court of Harris County Texas. (A9 attached E188-E207)

VII. THE HEINOUS EXTORTION INSTRUMENT

42. An instrument called "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" (QBD) allegedly signed by Nelva Brunsting and notarized by Candace Kunz-Freed on August 25, 2010, was propped up as an amendment to the irrevocable trust agreement after Elmer's death, when the trust agreement could only be amended or revoked by a court of competent jurisdiction. (Exhibit A2 @ E69) (See also Dkt26-4 QBD signature page anomalies)

43. The record shows the QBD was drafted and notarized by Defendant Candace Freed. This instrument has been the object of numerous unresolved motions for summary and declaratory judgment in the state probate court (Dkt 26-5, 26-11, 26-14) and those motions remain unresolved because the probate court refused to rule on any substantive issues. There would be a logical reason for that, albeit not an ethical one.

44. Plaintiffs hereby incorporate the Addendum of Memorandum filed September 15, 2016 (Docket entry 26) as if fully restated and would ask the Court to review (Dkt 26-5 E20-E28), (Dkt 26-8 E343-E393), (Dkt 26-11 E406-E452), (Dkt 26-14 E497-E1187), and (Dkt 26-19 E1252-E1253) as follows:

a. Dkt 26-5 is Defendant(s) Anita and Amy Brunsting's joint no evidence motion for partial summary judgment, filed in the state probate court June 26, 2015, claiming the Plaintiffs could produce no evidence of the invalidity of the extortion

instrument also known as the August 25, 2010 QBD. That motion was scheduled to be heard on the last day set for summary judgment motions, August 3, 2015 but has never been heard. (Dkt 26-19)

b. Dkt 26-11 (E406-E452) is Plaintiff Curtis' answer to Exhibit 26-5, along with motion and demand to produce the QBD and qualify it as evidence so one could discuss its efficacy or the lack thereof. Those motions have never been heard.

c. Dkt 26-7 (E289-E342) is the federal Injunction Hearing Transcript

d. Dkt 26-8 is Carl Brunsting's Motion for Protective Order (E343-E393) regarding wiretap recordings.

e. Dkt 26-14 (E497-E1187) is an unresolved motion for partial summary and declaratory judgment that expressly seeks to have the illicit instruments, drafted by Candace Freed, at the request of Anita Brunsting, including the heinous extortion instrument, declared invalid. The probate court has refused to set these motions for hearing.

f. Dkt 26-16 (E1189-E1242) March 9, 2016 ambush hearing transcript.

g. Dkt 26-19, the agreed upon Docket Control Order.

45. As the Rule 60 Motion states (Dkt 26 pgs 3-31) Defendant(s)' Amy and Anita Brunstings' joint No-Evidence motion was removed from the calendar along with Bayless' "Carl Brunsting" Motion for Partial Summary Judgement and Curtis' Motion and demand to produce evidence, allegedly to hear an emergency motion for protective order (Dkt 26-8 E343-E393 and transcript of hearing Dkt 26-12 E453-E494) regarding wiretap recordings disseminated by Anita Brunsting's counsel, Defendant Bradley Featherston, via certified mail on or about July 1, 2015.

46. All of the motions regarding the legitimacy of instruments and actions were kicked to the curb along with the Docket Control Order (Dkt 26-19 E1252-E1253) and the scheduled trial date, while Plaintiff Curtis was on an airplane home from the July 22, 2015 hearing appointing Temporary Administrator Gregory Lester. (Dkt 25-A). There is no order in the probate record that would explain any changes to the docket scheduling Order.

47. Plaintiff Curtis then filed her motion for partial summary and declaratory judgment (Dkt 26-14) and asked to have dispositive motion hearings placed back on the Calendar (Dkt 26-15 E1188) asking, as well, to have the case of Anita and Amy Brunsting's co-conspirator Defendant Candace Freed, transferred from the Harris County District Court and consolidated in the probate Court with the rest of the co-conspirators.

VIII. DEFENDANTS' RULE 12(B)(6) AND 9(B) ARGUMENTS

48. Defendants Vacek and Freed (V&F), in support of their Rule 12(b)(6) Motion to Dismiss (Dkt 19) offer the detailed background statement from their accompanying Rule 12(b)(1) Motion (Dkt 20) claiming facts inapposite to those of the complaint and whereas an alternative set of facts may be pled and considered under a Rule 12(b)(1) factual attack, no such authority exists with a Rule 12(b)(6) challenge.

49. Defendants seek to incorporate their alternate claim of facts presented under Rule 12(b)(1) but do not support those claims by affidavit, exhibits or specific reference to any evidentiary hearings in which such matters were judicially determined, because there have not been any evidentiary hearings or substantive issues decided since the injunction hearing, April 9, 2013, in the federal Court (Dkt 26-7 E289-E342).

50. After 2 and one-half years in the Probate Court, the only place in the record of any related proceeding where one can actually see findings of fact and conclusions of law is in the federal injunction issued by the Honorable District Judge Kenneth Hoyt April 9, 2013.

51. In Section A of Defendants' Arguments and Authorities V&F claim Plaintiffs have not adequately pled a violation of the RICO Act and in support they cite to the elements necessary to plead 18 U.S.C. 1962(b). Plaintiffs agree they have not pled a violation of 1962(b), as Plaintiffs plead 1962(c) claims, which are substantially different from the 1962(b) claims filed against several judges of the Harris County Probate Court in the Sheshtawy, Peterson, Rizk RICO suit filed March 18, 2016[11]. The motions to dismiss in that case were taken under advisement by that Court September 12, 2016, and this case is related by continuity.

52. Defendants use RICO as a blanket general term when the RICO statutes are each very narrow and prohibit four separate and specific kinds of activity. The elements of 18 U.S.C. §1962(a), §1962(b) and §1962(c) are distinguishable, and elements of one cannot be merged with those of another under the generalized term RICO.

53. Ultimately Defendants insist Plaintiffs are pleading claims not contained within the four corners of the RICO complaint, such as malpractice, or that Plaintiffs failed to meet the evidentiary particulars that concatenate each Defendant's conduct to a pattern of racketeering activity.

54. Defendants ask the court to view the complaint in a vacuum, while simultaneously asking the court to assume a contrary view of the facts by proxy under their unsupported companion Rule 12(b)(1) factual challenge (Dkt 20).

[11] Case 4:16-cv-00733 filed TXSD 3/18/2016

IX. DEFENDANTS' RULE 12(B)(1) ARGUMENTS

55. Defendants' first allegory is that the matter before the court is merely the latest lawsuit filed in some "Brunsting Sibling Saga" and "Plaintiff Candace Louise Curtis' second attempt to have a federal judge consider these issues".

56. Defendants fail to mention that the first federal Court issued an injunction in response to Plaintiff Curtis' application, finding the four necessary criteria to have been met, including a likelihood of prevailing on the merits. That hearing was held before the Honorable Kenneth Hoyt, April 9, 2013, and represents the only evidentiary hearing amongst a plethora of state court lawsuits filed by Bobbie Bayless in name of Carl Brunsting and the estate of Nelva Brunsting.

57. When Plaintiffs filed this RICO suit there was no docket control order in any state court, no trial date, the probate Court refused to set hearings on the pending dispositive motions, and Plaintiff Curtis was, and is, continually being threatened with deprivation of property, under the illicit QBD instrument drafted by Defendant Candace Kunz-Freed, that Defendants Amy and Anita Brunsting perpetually refuse to produce and qualify as evidence. (Dkt 26-7)

58. Defendants V&F at page 2 plead that Curtis' first federal lawsuit alleged similar claims, but fail to mention that nothing substantive has been resolved in the original suit 4:12-cv-592, and that those unresolved claims are subsumed within the RICO matter that is currently before this Court, because the state court has refused Plaintiff Curtis access to the court and due process of law, refusing to exercise jurisdiction while pretending they had it to begin with.

59. Plaintiff will admit that both suits arise from a common set of facts and that the facts necessary for the pending RICO complaint were developed over the course of the Defendants' perpetual efforts to avoid evidentiary hearings and especially any situation where they would

have to actually produce the archetype of the QBD instrument, drafted and notarized by Candace Freed, and qualify it as evidence.

60. Defendants assert at item 15 that:

> *On July 24, 2015 Judge Butts appointed Greg Lester ("Lester"), as a temporary administrator, to determine the merits of the claims asserted in the various lawsuits.*

61. On January 20, 2016 Lester provided a report, (Dkt 26-9) wherein he concluded:

- *All of the legal actions taken by Nelva were within her authority;*
- *Any damages for unequal distribution can be resolved by equalizing the distributions to all siblings; and*
- *Recommended that the Probate Court should uphold the "No Contest" Clause*

62. What the Lester Report actually says is "All of the legal actions taken by Nelva were within her authority under the broad language of the restatement." Mr. Lester fails to list the actions allegedly taken by Nelva Brunsting which he concludes to have been "legal actions" nor does he cite to any specific language in any trust instrument in support of his vague assertions, while ignoring the specific language of the trust and the existing record.

63. Defendants V&F also cite that Mr. Lester "Recommended that the Probate Court should uphold the "No Contest" Clause." Plaintiffs are certain V&F and Lester each refer to the "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" (the alleged 8/25/2010 QBD a.k.a. the extortion instrument).

64. Rather than argue over facts not in evidence, Plaintiffs will simply quote the closing paragraph of Plaintiffs' Addendum of Memorandum at line 120[12]. (Dkt 26)

[12] Case 4:12-cv-00592 Document 115 Filed in TXSD on 08/03/16 Page 1 of 27 and as an Addendum to the Complaint filed in 4:16-cv-1969 in TXSD 7/05/2016

> *120. If there is such a magical document as this 8/25/2010 QBD, that trumps federal injunctions and the Orders of a federal Judge, renders remand agreements nugatory, removes fiduciary obligations, forecloses beneficial interests, taints the blood of innocent remaindermen, amends what can only be amended by a court of competent jurisdiction and revokes what can only be revoked by a court of competent jurisdiction, the Defendants and their attorneys should be brought before an honorable Court where they will actually be compelled to produce the supernatural thing and qualify it as evidence.*

65. If any Defendant could have produced the instrument and qualified it as evidence, they would have done so long ago. Instead, they pull their joint no evidence motion from calendar on the very last day for summary judgement hearings and negate the agreed upon docket control order, and then show up March 9, 2016 acting as if the thing had been held to be valid. (Dkt 26-16)

66. Defendants argue that similar claims are currently pending in a malpractice suit in state court, but no state court ever had the capacity to assume in rem jurisdiction over the Brunsting trust res in the custody of a federal court.

67. Whether or not the facts are common, professional carelessness is not an element of a racketeering lawsuit and Defendants cling to their claim of professional negligence because it is the only thing that gives them any hope of hiding their enterprise participation behind the Doctrine of Privity.

X. STANDING

68. Defendants' Motion seeks to down-play participation in a lawyer-run wealth redistribution enterprise, asking the Court to believe the matter at issue is no more than a family dispute, as if the betrayal of fiduciary obligations and the violation of property laws was a mere soap opera. Nothing could be further removed from reality. Every Judge in the Harris County

Probate Court is being sued in the Southern District of Texas, under either racketeering or civil rights, or both, and that does not appear to be a coincidence.

69. One thing Plaintiffs and Defendants appear to agree on is that Munson is not a party to any of the prior lawsuits nor is he a beneficiary of the Brunsting Family of Trusts, and that: "It is inconceivable that he could be injured as a result of V&F's drafting of the estate planning documents." Unfortunately Defendants seek to discolor the facts while omitting the obvious.

70. Plaintiffs filed as Private Attorneys General under the Racketeer Influenced Corrupt Organization statutes, individually and on behalf of the public interest.

71. A recent Carnegie report (Exhibit A10 attached E208-E245) cites judicial corruption as a major factor affecting domestic security and international trade, because companies are reluctant to invest in foreign trade or set up foreign offices in nations with low human rights ratings because of the inability to depend on the protections of law.

72. Because Plaintiff Munson's standing has been specifically challenged, the following information is in order. Munson is also a victim of public corruption in his local environment and believes public corruption conspiracies are infectious social diseases, and that the single greatest threat to the security of a free state comes from a corrupt judiciary as the judiciary is the final vestige for seeking remedy within the established system.

73. There are three variations on the private attorney general and those are the substitute, the simulated and the supplemental. A supplemental private attorney general is generally a private attorney who acts to supplement the public prosecutorial function, which is what Congress envisioned in fashioning 18 U.S.C. 1964(c) after the 1914 Clayton Act. The RICO statutes are an example of the Private Attorney General as a "Supplemental Law Enforcer", and the only place

in our law where a private citizen can be a private attorney general without also being an attorney.

74. In claiming Munson lacks standing, Defendants' motion claims that he has suffered no tangible injury to his business or property but, unlike Defendants, Plaintiff Munson does not so easily put a dollar and cents price tag on public justice nor is required to do so. Conspiracies involving public corruption of this type, adversely affects not only the public interest generally but also individual claimants and the efficacy of the work product of honest legal professionals.

75. The People are offended by the mere notion that the public suffers no tangible injury as a direct and proximate result of public corruption and do not accept the idea that public offenses do not injure the morals of the society or that members of the public have no standing to prosecute public corruption. A tangible injury need not be significant for standing purposes and every member of the body politic has a property interest in honest government. Any conduct that injures trade is also injurious to the public trust. Congress created the private right of remedy at 18 U.S.C. 1964(c) specifically for the purposes stated herein.

76. All of these Defendants are converting our court rooms, institutions, and resources intended for the administration of public justice, into a place of conducting illicit private business for personal gain, thus diminishing and often eliminating the availability of those resources for the honest administration of public justice, while also injuring individual members of the public as part of their enterprise operations.

77. Curtis v Brunsting is not the estate of Nelva Brunsting,[13] a beneficiary of a trust is not an heir and a racketeering conspiracy is not malpractice.

[13] Curtis v Brunsting 704 F.3d 406

XI. CONCLUSION

78. Curtis v Brunsting is not an isolated specific instance but merely one example of a variation on a shakedown practiced over and over again against elder, disadvantaged and familial victims.

79. Each of these Defendants will claim that Plaintiffs failed to plead a particular act that implicates them in a conspiracy, but Candace Kunz-Freed was the architect of this entire fiasco (Dkt 26-11 and 26-14) and the very real fact here is that Defendant Candace Kunz-Freed is accused of using the Vacek Design in drafting and notarizing the illicit documents that provided Anita Brunsting with the appearance of authority used to commit numerous specifically alleged predicate acts.

80. Another very real fact is that without those falsified and illicitly drafted documents, none of these other Defendants would have had the opportunity to perform their part in the color of litigation racketeering conspiracy.

81. It would be improper for the Court to dismiss a Petition unless the claimant can prove no set of facts that would entitle it to relief. That is clearly not the case here. Plaintiff Curtis' original complaint made a prima facia claim by affidavit and 46 attached exhibits, (4:12-cv-592 filed TXSD 2/27/2010), and each has maintained its veracity throughout. The fiduciaries in that earlier action, Anita and Amy Brunsting, have yet to meet their burden of bringing forth evidence.

82. The notion that Vacek & Freed can betray Privity, enter into and cultivate conflicting interests undermining the efficacy of the products and services sold to Elmer and Nelva Brunsting, and still cling to the protection of the doctrine of privacy, is an interesting concept that begs an audience.

Wherefore Plaintiffs move this Honorable Court for an Order denying the Motions to Dismiss filed by Defendants Albert Vacek, Jr. and Candace Kunz-Freed, August 7, 2016. (Dkt 19 and 20).

Respectfully submitted,

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on this 27th day of September, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	
v	§	Civil Action No. 4:16-cv-01969
	§	
Kunz-Freed, et al	§	
Defendants	§	

ORDER

Upon due consideration, Defendants Rule 12(b)(1) and 12(b)(6) Motions to Dismiss filed on August 7. 2016 by Defendants Albert Vacek Jr. & Candace Kunz-Freed in the above styled cause (Dkt #19 & 20) should be Denied.

It is SO ORDERED

_____
Date

_____
The Honorable Alfred H Bennet
United Stated District Judge

Attached Exhibits

A1 - Original 1996 Trust	E1-E61
A2 - 2005 Restatement	E62-E148
A3 - 2007 Amendment	E149-E151
A4 – Amy March 6, 2012 Affidavit	E152-E155
A5 - 2013-04-09 Preliminary Federal Injunction	E156-E160
A6 - PBT-2013-115617 Bayless Probate Petition filed 4/9/2013	E161-E180
A7 - 2014-05-09 Ostrom Motion for Remand	E181-E185
A8 - 2014-05-22 PBT-2014-170812 Federal Order Granting Remand	E186-E187
A9 – Bayless District Court Petition filed 1/29/2013	E188-E207
A10 - Carnegie Corruption and Security Report	E208-E245

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-cv-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

PLAINTIFF'S ANSWER TO DEFENDANT BOBBIE BAYLESS FEDERAL RULES OF CIVIL PROCEDURE 12(B)(6) MOTION TO DISMISS

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I. NATURE AND STAGE OF THE PROCEEDING

1. This is a public interest lawsuit alleging a conspiracy involving public corruption as it relates to the legitimate administration of justice.

2. Plaintiffs in the above titled action, brought 18 U.S.C. §1964(c) Racketeer Influenced Corrupt Organization and other claims (RICO, 18 U.S.C. §1962(c) and 18 U.S.C. §1962(d)) both individually and as private attorneys general on behalf of the public trust on July 5, 2016 in the Southern District of Texas.

3. On September 7, 2016, Pro se Defendant, Bobbie Bayless, filed a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6). (Dkt #23).

4. On September 15, 2016, Plaintiffs filed an Addendum of Memorandum (Dkt 26) as a supplement to the RICO Complaint filed July 5, 2016 in the above titled Court. Plaintiffs hereby incorporate the Addendum of Memorandum (Dkt 26) by reference as if fully restated herein.

II. CONTEXTUAL SUMMARY

5. Plaintiff Candace Louise Curtis (Curtis) lives in California and is a beneficiary of inter vivos trusts having a situs in Houston Texas. Other beneficiaries of the trusts include Plaintiff Curtis' siblings: Carl, Carole, and Defendants Amy and Anita Brunsting, and also includes the

remaindermen grandchildren and great grandchildren of Grantors Elmer and Nelva Brunsting et al., per stirpes.

6. Plaintiff Curtis is not an heir to any estate, has no inheritance expectancy, is not party to any estate litigation and does not believe there is an estate.

7. This racketeering lawsuit is a culmination of four and one half years of multi-jurisdictional litigation that began in the federal court as a simple breach of fiduciary under diversity jurisdiction seeking accounting and fiduciary disclosures. During that time the underlying causes for the lawsuits have revealed themselves as the product of an organized symphony of actors combined in an illicit color of law wealth redistribution enterprise operating out of Harris County Probate Courts and thus the matter properly returns to the federal court under federal question.

According to the public record:

8. In 1996 Elmer Brunsting and his wife Nelva Brunsting created the original Brunsting Family Living Trust for their benefit, for the benefit of their 5 primary issue, as well as for their remaindermen grandchildren and great grandchildren. (Exhibit A1 attached E1-E61)

9. The Brunsting's restated their Trust in 2005 (Exhibit A2 attached E62-E148) and amended the restatement in 2007 (Exhibit A3 attached E149-E151).

10. Elmer Brunsting was declared incompetent in June 2008 and passed on April 1, 2009.

11. At the death of Elmer Brunsting the inter vivos "family" trust became irrevocable and divided its assets among an irrevocable decedent's trust and a revocable survivor's trust.

12. Nelva Brunsting passed on November 11, 2011 and a number of illicit instrument were drafted after Elmer Brunsting became incompetent and after he passed, claiming changes had been made that could not be made under the law of the trust. The 8/25/2010 QBD (Dkt 26-14,

(E740-E776)[1] (also called the extortion instrument) and the several appointments of successor trustee are just such instruments (Dkt 26-14 E497-E1187)[2]

13. The acting trustees, Anita and Amy Brunsting, refused to answer, account or provide disclosures and after two unsuccessful demand letters[3] advising Defendants Anita and Amy Brunsting to do the right thing, Plaintiff Curtis brought suit.

III. A HISTORY OF THE LITIGATION

14. Candace Curtis v Anita and Amy Brunsting (4:12-cv-592) began in the federal court in the Southern District of Texas on February 27, 2012, was dismissed under the Probate exception to federal diversity jurisdiction March 8, 2012 and Curtis filed timely notice of appeal.

15. On March 9, 2012 Defendant Bayless filed a Petition to take depositions before suit in the Harris County District Court.

16. On January 9, 2013 the Fifth Circuit issued a unanimous opinion with Order for Reverse and Remand published *Curtis v Brunsting 704 F.3d 406*. (Exhibit A4 attached E152-E158)

17. On January 29, 2013 Defendant Bobbie Bayless filed a suit in the Harris County District Court against Defendants Vacek & Freed, in the name of the "estate of Nelva Brunsting". (Exhibit A5 attached E159-178)

18. In late 2013 Plaintiff Curtis enlisted the assistance of Houston Attorney Jason Ostrom.

19. Immediately upon appearing as Plaintiff Curtis' representative in the federal lawsuit, Defendant Jason Ostrom (Ostrom) arranged a remand to the Harris County Probate Court to consolidate Plaintiff Candace Curtis' lawsuit with that of her brother Plaintiff Carl Brunsting, allegedly to afford complete relief to the parties. (Dkt 26-1 E1-E4)

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[1] This instrument was the subject of Defendant Amy and Anita Brunsting's No-evidence Motion for Partial Summary Judgment (Dkt 26-5 E20-E28, Dkt 26-11 E406-E452 Curtis answer and demand to produce evidence)

[2] Curtis 20 page Motion for partial summary and declaratory judgment with numerous exhibits that remains unanswered by Defendants Anita and Amy Brunsting.

[3] Case 4:12-592 Exhibits 17and 20 in the original federal complaint at pages 67-68, and 71-79 respectively.

20. Thus Ostrom amended Curtis federal complaint to add Carl Henry Brunsting as an Involuntary Plaintiff in order to pollute diversity so he could perfect a remand to state court to consolidate federal Plaintiff Curtis with state court Plaintiff Carl Brunsting.

21. However, Carl Brunsting's counsel, Defendant Bobbie Bayless, named federal plaintiff Curtis a Defendant in that suit. Defendant Ostrom et al., thereafter misplaced "Plaintiff Curtis" and "Curtis v Brunsting" in the probate court record under the heading of the estate of Nelva Brunsting as herein after more fully reappears.

IV. STATEMENT OF THE ISSUES

22. Bayless argues Plaintiffs have failed to state a claim and seeks to dismiss pursuant to Federal Rule 12(b)(6).

> *Defendant Bayless claims:*
>
> *2. This case is related to a case pending in Harris County Probate Court, #4 in cause number 412249 – 401, styled Carl Henry Brunsting et al., vs. Anita Kay Brunsting et al.*
>
> *3. The allegations relating to Bayless are minimal*
>
> *4. Plaintiffs entire claim as articulated in paragraph 131 of the complaint is based on Bayless but postponement of a hearing on the motion for partial summary judgment Bayless filed in the probate proceeding on behalf of her client Carl Brunsting. That action is not wrongful and cannot support a cause of action which can be asserted by these plaintiffs under any circumstances*
>
> *5. Bayless certainly did postpone the hearing on her own motion for partial summary judgment that plaintiffs have no right to even complain about Bayless actions in representing her client, Carl Brunsting, much less to Bayless for it.*
>
> *6. Plaintiffs have not provided one single fact to support their apparent position that Bayless is a person who is engage in a pattern of racketeering activity connected to the acquisition establishment conduct or control of an enterprise and that Bayless participated in the operation or management of that enterprise.*

V. STANDARD OF REVIEW

Federal Rule 12(b)(6)

23. When evaluating a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6), the court must take the facts alleged in the complaint as true and construe them in the light most favorable to the plaintiff. *Resnick v. AvMed, Inc., 693 F.3d 1317, 1321–22 (11th Cir. 2012).* To survive Rule 12(b)(6) scrutiny, "a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)* (quoting *Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)*). "[F]acial plausibility" exists "when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Id. (citing Twombly, 550 U.S. at 556).

24. The standard of appellate review for a motion to dismiss pursuant to Rule 12(b)(6) is de novo , and the Court will employ the same standard as the district court. *First Am. Title Co. v. Devaugh, 480 F.3d 438, 443 (6th Cir. 2007)*; *Nat'l Hockey League Players Ass'n v. Plymouth Whalers Hockey Club, 419 F.3d 462, 468 (6th Cir. 2005).*

VI. THE ARGUMENT

25. Candace Curtis' breach of fiduciary lawsuit against Anita and Amy Brunsting filed in the federal court on February 27, 2012, involves only the Brunsting trusts.

26. Bobbie Bayless' "estate" suit was filed in Harris County District Court January 29, 2013 alleging that Candace Kunz-Freed conspired with Anita, Amy and Carole Brunsting to improperly wrest control of the Brunsting trusts away from Trustee Nelva Brunsting. (A5)

27. On April 9, 2013, the same day Plaintiff Curtis obtained an injunction against acting trustees Anita and Amy Brunsting in the federal court (Exhibit A6 attached E179-E183 and A6-1

E184-E237), Defendant Bobbie Bayless filed suit in Harris County Probate Court alleging that Anita, Amy and Carole Brunsting conspired with District Court Defendant Candace Kunz-Freed to improperly wrest control of the Brunsting trusts away from then trustee Nelva Brunsting. (Exhibit A7 attached E238-E257)

28. In Curtis v Brunsting 704 F.3d 406, the Fifth Circuit explained the doctrine of comity by citing to the Supreme Courts' clarification of the "distinctly limited scope" of the probate exception,[4] in Marshall v Marshall 547 U.S. 289:

> *[W]e comprehend the 'interference' language in Markham as essentially a reiteration of the guiding principle that, when one court is exercising in rem jurisdiction over a res, a second court will not assume in rem jurisdiction over the same res. Thus, the probate exception reserves to state probate courts the probate or annulment of a will and the administration of a decedent's estate; it also precludes federal courts from endeavoring to dispose of property that is in the custody of a state probate court. But it does not bar federal courts from adjudicating matters outside those confines and otherwise within federal jurisdiction.*[5]

29. When Defendant Bobbie Bayless filed claims exclusively related to the Brunsting family of trusts under "executor of the estate of Nelva Brunsting" in Harris County District Court on January 29, 2013, she knew the Brunsting Trusts were in the custody of Honorable United States District Judge Kenneth Hoyt and that the Brunsting trust res had been in the custody of the federal court since February of 2012.

30. Bayless also knew on April 9, 2013, when she filed a lawsuit in the Harris County Probate Court, that Honorable United States District Judge Kenneth Hoyt had issued an injunction against self-proclaimed trustees Anita and Amy Brunsting earlier that very same day.

31. Not only did the Harris County District and Probate Courts lack subject matter jurisdiction over any Brunsting Trust matter under the laws of comity and the Doctrine of

[4] Id. at 310.
[5] Id. at 311–12.

Custodia legis, but Bayless also knew the wills of both Grantors bequeathed everything to the Brunsting family trust, and that the trust, as the only heir to the estate, was the only real party in interest.

32. Knowledge of the complete absence of jurisdiction is the only thing that explains the probate Court's absolute refusal to rule on any substantive issues, and the perpetual position that the Court would not act without agreement between the parties.

33. It also explains Bobby Bayless' removal of summary judgment hearings from calendar and the participation of all the Defendant lawyers in attempting to intimidate Plaintiff Curtis into thinking she would be deprived of her property rights if she did not enter into an unholy settlement agreement.

34. Apparently Bayless' theory is that trespass against the Brunsting trust during the life of Nelva Brunsting created claims belonging to the estate. However, the only heir to the estate is the trust and thus any claims of trespass against the trust are claims belonging to the cestui que and not the fiction called "estate".

35. The estate flow chart (Exhibit A8 attached E258) shows that under the plan there is no probate after the death of the first spouse, the estate plan avoids guardianship and there is no probate after the death of the second spouse.

36. The record will show Candace Freed implemented an attempt to have Grantor Nelva Brunsting declared incompetent and probate has been filed after the death of the second grantor, so apparently none of the claims made by any of these Defendants have produced the promised fruit.

37. The record will also show that the entire controversy is traceable to instruments drafted and notarized by Candace Freed at the request of Anita Brunsting. (Dkt 26-11)

38. On June 26, 2015 Defendants filed a No-Evidence motion for partial summary judgement (Dkt 26-5 E20-E28) claiming Plaintiffs could produce no evidence that the 8/25/2010 QBD (extortion instrument) was invalid.

39. On July 13, 2015 Attorneys for Plaintiff Carl Brunsting and the Defendants filed notices setting hearing on their dispositive motions for August 3, 2015. (Dkt 26-10)

40. Also on July 13, 2015 Plaintiff Curtis filed an answer to Defendants' no-evidence motion with a motion and demand to produce evidence, demanding Defendants produce the archetype of the alleged 8/25/2010 QBD and qualify it as evidence. Defendants cannot produce the 8/25/2010 QBD instrument and qualify it as evidence and have steadfastly refused to do so for more than four years. (Dkt 26-4 & 26-11)

VII. THE PROCEEDINGS ARE IN STASIS BY DESIGN

41. In reviewing the original lawsuit the Fifth Circuit could clearly see that Curtis v Brunsting is a lawsuit related only to the Brunsting Trusts.

42. However, once having removed the federal litigation to the state probate court Defendant, Jason Ostrom, immediately abandoned Curtis v Brunsting and adopted the heading of the estate of Nelva Brunsting. (Exhibit A9 attached E259-E266).

43. What happened to Curtis v Brunsting? Once in the probate court Defendants Bayless, Ostrom, Payne-Smith, Butts, Featherston and Spielman concocted a scheme to disappear Curtis v Brunsting as "estate of Nelva Brunsting" (Exhibits A10 attached E267-E271)

44. The problem is that Bayless, the attorney for Carl Brunsting, named federal Plaintiff Curtis a defendant in that suit.

45. Federal Plaintiff Curtis, having filed her federal law suit 11 months earlier than Bayless' District Court suit and 14 months earlier than Bayless' probate court suit disappeared in the probate record after the remand to state probate court.

46. Thus federal Plaintiff Curtis became nothing but a defendant in Bayless' probate law suit fantasy and just vanished like the docket control order, summary judgement and trial. Was there was a fire?

47. There is no docket control order (Exhibit A11 attached E272-E273) and no trial date in place in the trust litigation or in any related matter pending in the Harris County Probate or District Courts and no substantive determinations on any issue have been entered in those courts.

48. Rather than set dispositive motions for hearing on Plaintiff Curtis' request, Plaintiff was threatened with deprivation of property by Defendants Anita and Amy Brunsting's counsel, Defendants Neal Spielman and Stephen Mendel, and threatened by a court with no jurisdiction with being ordered to a second mediation with Defendants who have established an intractable record of having no intentions of honoring any legal or moral obligations.

49. All of these gymnastics were for the illicit purpose of concealing the total absence of jurisdiction while getting attorney fees paid from the Brunsting money cow trust. (Dkt 26-16 E1189-E1242)

VIII. THE CONDUCT OF THESE DEFENDANTS IS HEINOUS

50. Carl Brunsting fell ill and was in a coma in July of 2010 and by August 25, 2010 the heinous extortion instrument was produced with the sole intention of seizing the Brunsting trust wealth and threatening the victims of that theft with total deprivation of property rights for any effort of the beneficiary victims to protect their beneficial interests by seeking judicial remedy.

51. According to the brutal deposition Carl Brunsting was subjected to in the state District Court, Carl and his wife Drina paid Bobbie Bayless more than a quarter of a million dollars and Bayless stabbed them in the back at the finish line after taking thier money for poser advocacy in a court with no authority to provide any relief, of any kind, at any time!

IX. CONCLUSION

52. Each of these Defendants insists this RICO lawsuit is about estate litigation and inheritance expectancies. Plaintiff Curtis is not an heir to any estate and has no inheritance expectancy. Plaintiff Curtis became a "cestui que" of an inter vivos trust in 1996 when it was created.

53. Defendants claim to be trust and estate plan professionals and should know a cestui que is a person with a beneficial interest in a trust res a.k.a. a beneficiary. When one of several cestui ques of a trust dies the share of the res previously belonging to the decedent remains property of the trust and is managed or distributed as per the terms of the trust and do not become assets belonging to a fiction called an "estate", which is the whole purpose behind creating an inter vivos trust.

54. In the case in point the only heir to any estate is "the trust" therefore the cestui que is the real party in interest and not the estate. All right of claim is within the province of the beneficiary or the trustee as the case may be, but there is no right of any claims in any estate.

55. Bobbie Bayless had no business bringing trust related claims in probate on behalf of Carl Brunsting in his individual capacity, as he is not an heir to the estate, nor did Carl have standing as executor of the estate to bring claims relating to the trust in the probate court.

56. This lawsuit is about racketeering and a concerted effort to redistribute the Brunsting trust assets amongst a cabal of attorneys under an estate lawsuit litigation pretext.

57. Bayless dogged the federal litigation at every step and knew full well when she filed her trust related claims as estate claims that the Brunsting family of trusts were in the custody of a federal court and that no court could assume in rem jurisdiction over a res in the custody of another court, Curtis v Brunsting 704 F.3d 406, 409-410.

58. When Defendant Bayless filed her trust related claims in the state Probate Court on April 9, 2013 she knew that similar claims were before two other courts, that only one court could have custody of the res.

X. RELIEF REQUESTED

59. Defendants are before this Honorable Court because of a concerted effort to game the judicial process and while knowingly and intentionally pretending jurisdiction, these Defendants attempted to force resolution of the underlying controversy by intimidation induced agreement, rather than on the merits. The usual course appears to be ruling against victims whose claims have been undermined by their own counsel, but with the knowing want of jurisdiction here the normal ruse was unavailable.

60. Plaintiff Curtis is a property owner who wants possession, control, use and enjoyment of her property and Defendants seek to deprive her of that property, avoid the law and avoid substantive resolution on the merits for their own private purposes.

61. Plaintiff Munson is a member of the body politic of this country and like Plaintiff Curtis and the rest of the nation, Munson has a common property interest in legitimate governance and the honest administration of Justice.

62. There is a public policy preference in favor of resolution on the merits. Plaintiff Curtis' demand for access to the Court and to the due process of law was obstructed and denied in the

state court and that matter is ripe for summary and declaratory judgement on the pleadings from that court.

Wherefore Plaintiffs move this Honorable Court for an Order denying the Rule 12(b)(6) Motion to Dismiss filed by Defendant Bobbie Bayless August 7, 2016, (Dkt 23).

Respectfully submitted,

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on this 27th day of September, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	
v	§	Civil Action No. 4:16-cv-01969
	§	
Kunz-Freed, et al	§	
Defendants	§	

ORDER

Upon due consideration, the Rule 12(b)(6) Motion to Dismiss filed by Defendant Bobbie Bayless in the above styled cause on August 7, 2016 (Document 23) should be Denied.

It is SO ORDERED

_____
Date

_____
The Honorable Alfred H Bennet
United Stated District Judge

ATTACHED EXHIBITS

A1 - Original 1996 Trust	E1-E61
A2 - 2005 Restatement	E62-E148
A3 - 2007 Amendment	E149-E151
A4 - 2013-01-09 Curtis v. Brunsting_ 704 F.3d 406_Lexis	E152-E158
A5 2013-01-29 District Court Complaint against Freed	E159-E178
A6 - 2013-04-09 Preliminary Federal Injunction	E179-183
A6-1 - 2013-04-09 Injunction Transcript-Hoyt	E184-E237
A7 - 2013-04-09 PBT-2013-115617 Bobbies Original Petition	E238-E257
A8 - Brunsting Trust Flow Chart	E258
A9 - 2015-02-12015-02-12 Ostrom 2nd amended complaint	E259-E266
A10 - 2015-03-09 Consolidation Order	E267-E271
A11 - 2015-02-20 Docket Control Order	E272-E273

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-cv-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

PLAINTIFFS' ANSWER TO DEFENDANTS ANITA AND AMY BRUNSTING'S MOTIONS TO DISMISS PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE 12(B)(6)

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at 18 U.S.C. §1964(c) 2

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Federal Rule of Civil Procedure Rule 9(b) 4
Federal Rule of Evidence 201 4

1. On July 5, 2016, Plaintiffs filed a complaint into the Southern District of Texas, individually and as private attorneys general, alleging a public corruption conspiracy under the Racketeer Influenced Corrupt Organization Act at 18 U.S.C. §§1961-1968 and the right of claims provided at 18 U.S.C. §1964(c). (Dkt 1)

2. On September 15, 2016, Plaintiffs filed an Addendum of Memorandum (Dkt 26) as a factual supplement to the RICO complaint, in response to Defendant claims of a want of specific factual allegations and other affirmative defenses.

3. On September 16, 2016, Defendant Anita Brunsting filed a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) (Dkt 30).

4. On September 21, 2016, Defendant Amy Brunsting filed a Federal Rule of Civil Procedure 12(b)(6) motion to dismiss (Dkt 35).

I. STANDARD OF REVIEW

Federal Rule 12(b)(6)

5. When evaluating a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6), the court must take the facts alleged in the complaint as true and construe them in the light most favorable to the plaintiff. *Resnick v. AvMed, Inc., 693 F.3d 1317, 1321–22 (11th Cir. 2012).* To survive Rule 12(b)(6) scrutiny, "a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal, 556 U.S.*

662, 678 (2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)). "[F]acial plausibility" exists "when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Id. (citing Twombly, 550 U.S. at 556).

6. The standard of appellate review for a motion to dismiss pursuant to Rule 12(b)(6) is de novo, and the Court will employ the same standard as the district court. *First Am. Title Co. v. Devaugh, 480 F.3d 438, 443 (6th Cir. 2007); Nat'l Hockey League Players Ass'n v. Plymouth Whalers Hockey Club, 419 F.3d 462, 468 (6th Cir. 2005).*

II. ISSUES PRESENTED

7. Both Amy and Anita Brunsting's motions are brought pursuant to Rule 12(b)(6) and claim Plaintiffs have failed to provide sufficient factual allegations to place them on notice of the claims against them, a due process argument.

8. Defendants claim ignorance of facts, while at the same time presenting an opposing view of the facts.

9. Defendants also misstate Plaintiffs' aiding and abetting claims and then deny their misstatements, and appear not to understand the allegations themselves.

III. HISTORY OF THE CONTROVERSY

10. Plaintiffs hereby incorporate by reference the "Standards of Review", "Contextual Summary", "History of the Controversy", and "History of the Litigation" (Dkt 33 sections I, II, III and IV) from Plaintiffs' response to the Motions to Dismiss filed by Defendants Vacek & Freed, (Dkts 19 & 20) as if fully restated herein.

IV. THE ARGUMENT

11. In a Rule 12(b)(6) motion to dismiss Defendants do not have the pleasure of arguing the facts and the only issue after the finder of fact applies the law, is whether or not Plaintiffs have sufficiently pled their claims. If Plaintiffs have not fully pled their claims, the question becomes whether the complaint could be amended to satisfy the heightened pleading standards demanded by Federal Rule of Civil Procedure Rule 9(b).

12. While offering knowledge of opposing facts, Defendants ask the Court to believe they lack sufficient notice of facts to defend the claims against them.

13. In this case Plaintiffs have responded to each previous motion to dismiss, by simply pointing to the public records of proceedings in the state and federal court, many of which are contained in the attachments to Plaintiffs' Addendum of Memorandum (Dkt 26).

14. These two Defendants' motions to dismiss share an uncanny similarity and other than an occasional detour, individualized for the particular movant, and a little transposition in the order of appearance of the words, each strike the same chords with nearly identical expressions. Plaintiffs will therefore respond to both pleadings in harmony.

Creative Pleading And Something Called A "QBT"

15. These two Motions (Dkt 30 and 35), and Mr. Mendel's subsequent Rule 12(b)(6) Motion, (Dkt 36) for the first time in any pleadings, in any related action, in any court, over a period of four and one-half years, each introduce in their alternate claim of facts, something they call a "Qualified Beneficiary Trust" (QBT) allegedly drafted by Defendant Albert Vacek, Jr.

16. These two Defendants and their carousel of lawyers have steadfastly clung to an instrument they proclaim to be "the trust", allegedly signed by Nelva Brunsting on August 25, 2010. Plaintiffs do not need to rehash these unresolved motions to respond to these assertions.

17. In answer to these "QBT" assertions, Plaintiffs incorporate by reference and respectfully request the Court take Judicial notice of, pursuant to Federal Rule of Evidence 201, 1) Defendant Anita and Amy Brunstings' No Evidence Motion for Partial Summary Judgment (Dkt 26-5), Plaintiff Curtis Answer and Demand to Produce Evidence (Dkt 26-11), The Report of Temporary Administrator Gregory Lester (Dkt 26-9), Plaintiff Curtis Motion for Partial Summary and Declaratory Judgment (Dkt 26-14), the (Request for setting A1 attached) the March 9, 2016 transcript (Dkt 26-16) and the Rule 60 Motion itself (Dkt 26)

V. FAILURE TO STATE A CLAIM

18. These Defendants state that they are litigants in estate related proceedings involving Plaintiff Curtis, profess ignorance of any wrongdoing, and claim they are not participants in any racketeering scheme.

19. In response to previous motions to dismiss for failure to state a claim, Plaintiffs have pointed only to the public record and particularly the motions and pleadings from the state court, and Defendants are clearly connected to those records, all of which have been served upon them through their respective agents.

20. Plaintiffs will continue to point to the public record in response to these two Motions.

21. A motion to dismiss is not a substitute for an answer and aside from claiming lack of knowledge and lack of notice, Defendants advance several affirmative claims of contrary facts. The substance of the motion is 1) want of sufficient information to satisfy notice requirements, 2) a general denial, and 3) an opposing view of the facts.

22. All of the facts necessary to meet Plaintiffs' burden are contained in the public record and are cited with specificity throughout Plaintiffs' original Complaint, Addendum, and Responses to Motions to Dismiss.

23. Plaintiffs' Addendum of Memorandum (Dkt 26) and Plaintiffs' prior Responses address the only relevant challenge under Rule 12(b)(6) and answers any questions of how each player fits into the enterprise operations puzzle. In response to Motions to Dismiss, Plaintiffs easily point to the record and how the individual exhibits concatenate to explain each participant's contribution to the overall mosaic.

24. The motives of the enterprise are greed and political aspirations, the means are described in the RICO complaint, and by refusing to honor any legal or moral obligations Anita and Amy Brunsting provide the opportunity for the rest of these Defendants to participate.

25. As alleged in the complaint, Anita Brunsting presents the other players with an exploitation opportunity. Anita Brunsting planned to hijack the family trust res, by improperly seizing control of the office of trustee.

26. Defendants exercised the powers of the office and refused to honor any of the duties of the office, which is how they became defendants in the first place.

27. To Plaintiffs' knowledge neither Amy nor Anita Brunsting has ever set foot inside the Harris County Probate Court #4 and apparently think hiring mercenaries to fight their battles removes them from the center of the controversy and the consequences of their attorney's acts as well. It does not.

28. The facts show Anita Brunsting violated the no contest clause in the 2005 Restatement, not when she misappropriated assets to her own benefit in violation of trust provisions, but when she advanced theories that those benefits were gifts, fees, and reimbursements thereby attempting to enlarge her share of the trust res.

29. In an exploitation game of lawyers playing the ends against the middle, as in the case at bar, this fact alone is significant.

30. On April 9, 2013, Honorable United States District Judge Kenneth Hoyt issued an injunction, not only enjoining Anita and Amy Brunsting from spending trust money or liquidating trust assets without the Court's prior approval, but also commanding specific performance. Defendants Anita and Amy are commanded by that injunction, to deposit income into an appropriate account for the beneficiary. To date, they have refused or otherwise failed to do so and continue to hold Plaintiff Curtis' property and that of siblings Carl and Carole Brunsting, without offering a single legal defense. (Dkt 26-11)

31. The absolute refusal of these two Defendants to honor any legal or moral obligations has opened the door of opportunity for the other Defendants to play their shakedown game against Plaintiff victim Candace Curtis and her victim siblings, Carl and Carole Brunsting.

Probate of the Estate of Nelva Brunsting

32. Defendants claim the matter before the Court is related to probate of the Estate of Nelva Brunsting.

33. The Fifth Circuit Court of Appeals in *Curtis v Brunsting 704 F.3d 406* properly held that assets in an inter an vivos trust are not property of a decedent's estate and that the suit filed in TXSD by Plaintiff Candace Louise Curtis February 27, 2012, No. 4:12-cv-0592, was related only to an inter vivos trust and not to an estate. The Circuit Court also noted that the wills of both Grantors bequeathed everything to "the trust" Curtis v Brunsting 704 F.3d 406, 409-410.

34. Because the only heir in fact to the Estate of Nelva Brunsting (Dkt 41-2, 41-3) is "the trust", Carl Brunsting had no standing to bring suit individually in the probate court as an heir to the Estate, as he is only a beneficiary of the heir in fact ("trust").

35. Trespass against the trust during the life of Nelva Brunsting created claims belonging to the cestui que. If Candace Freed's only liability for betraying Privity and the fiduciary duties she

owed Nelva Brunsting are to the estate, those claims belong to the injured cestui que (beneficiaries) of the heir in fact trust and are the duty of the trustees to pursue.

36. In any event, the trust res was in the in rem custody of a federal court when all of the trust related claims were filed in state courts under the disguise of the Estate of Nelva Brunsting, and those state court suits were filed after the Fifth Circuit Opinion in this case was published.

Wiretap Recordings

37. Defendants assertions of alternate facts are irrelevant under Rule 12(b)(6), but are none-the-less interesting when compared against the public record and, thus, worthy of note.

38. The RICO complaint states that Anita Brunsting's counsel of record, Bradley Featherston, disseminated private third party telephone communication recordings on or about July 1, 2015 via certified U.S. Mail signed receipt required.(see Dkt 26-8, Carl's application for Protective Order); (Dkt 26-12, Transcript of the hearing on Carl's application for Protective Order); (Attached Exhibit A2, Defendants Joint opposition to the application for protective order); and (Plaintiff Curtis wiretap brief attached as Exhibit A3 with sub-exhibits A-G).

39. These Defendants also misstate the allegations in the complaint, (Dkt 1) which alleges that Anita Brunsting's counsel, Bradley Featherston, "disseminated" wiretap recordings by certified mail more than three and one-half years after Carl Brunsting's petition to take depositions before suit was filed, and a demand for such disclosures was first made. Defendants none-the-less attempt to conceal the disruptive purpose for the dissemination, as occurring in the ordinary course of discovery. Plaintiff Curtis' wiretap brief gives the lie to these claims (A3).[1]

False Affidavit

40. Amy Brunsting claims she did not file a false affidavit in the federal court.

[1] RICO Claim numbers 14 through 20 in the complaint specifically refer to the wiretap recordings.

41. Amy's affidavit, ascribed and sworn to before one authorized to accept an oath, was filed March 6, 2012 in the Southern District of Texas Case 4:12-cv-0592, attached to a motion for emergency order[2] to remove a lis pendens filed among the papers in the federal petition. The emergency motion resulted in sua sponte dismissal March 8, 2012 (TXSD 4:12-cv-0592 Dkt 11).

42. Plaintiffs respectfully request this Honorable Court take judicial notice, pursuant to Federal Rule of Evidence 201, of Dkt 120 in TXSD case 4:12-cv-0592, which is a Rule 11 Motion for Sanctions, filed August 5, 2015, against Defendants Anita and Amy Brunsting and their counsel, for continued violation of the federal injunction issued April 9, 2013. (Dkt 26-2)

43. The Honorable Kenneth Hoyt commented at the injunction hearing that all that was necessary to resolve the controversy was to distribute the assets, and the injunction Judge Hoyt issued commands immediate specific performance regarding the deposit of "income".

44. Defendants Anita and Amy Brunsting, aided and abetted by their attorneys, continue to thumb their noses at the dignity and authority of a federal Court, while simultaneously seeking a priori relief from related claims before this Court.

45. RICO Complaint Claim 37 directly addresses Amy Brunsting's false affidavit (Dkt 26-18) regarding establishment of the personal asset trusts, and no more need be stated on that topic here.

46. Participation in a racketeering conspiracy can be both active and passive and both the active and passive participation of these two Defendants has been central. If one removes Anita Brunsting from the equation, none of this could have happened. Amy Brunsting's active and passive participation is equally incriminatory.

[2] Docket entries 10 and 10-1, Case 4:12-cv-0592 filed TXSD 2/27/2012

VI. CONCLUSION

47. All of the evidence necessary to establish Plaintiffs' case is contained in the public record. Defendants profess to have been party to those proceedings, have professed personal knowledge of a contrary set of facts and cannot possibly claim want of notice of the facts contained in the records and pleadings in those events.

48. These Defendants are more than apprised of the specific conduct amounting to their participation in the racketeering conspiracy, whether ignorant of the law or unaware of the acts of their agents.

49. Defendants Anita and Amy Brunsting, facilitated by the excellent assistance of Defendant Candace Freed, and aided and abetted by the other Defendants, have shown nothing but wanton and willful disrespect for all legal and moral obligations. Without their absolute refusal to act, the original lawsuit would not have been filed, or, in the alternative, would have been resolved and the familial litigants would have gone on with their lives. Instead, the sibling beneficiaries are mired in a continuing lawyer orchestrated soap opera, all about manipulating the judicial process in order to bust the Brunsting trusts for their own personal financial gain.

50. Defendants' Rule 12(b)(6) Motions are just another attempt to avoid accountability. The motions to dismiss should both be denied for the reasons stated and these Defendants should be held to answer under the law.

Wherefore, Plaintiffs respectfully move this Honorable Court for an Oder denying Anita and Amy Brunsting's Rule 12(b)(6) motions to dismiss.

Respectfully submitted October 6, 2016,

/s/Candace L. Curtis
Candace L. Curtis

/s/Rik W. Munson
Rik W. Munson

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on October 6, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/Candace L. Curtis
Candace L. Curtis

/s/Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	
v	§	Civil Action No. 4:16-cv-01969
	§	
Kunz-Freed, et al	§	
Defendants	§	

ORDER

Upon due consideration, the Rule 12(b)(6) Motion to Dismiss filed by Defendants Anita and Amy Brunsting, docket entries 30 and 35, should be Denied.

It is SO ORDERED

_____ _____

Date

The Honorable Alfred H Bennet
United Stated District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-cv-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

PLAINTIFFS' ANSWER TO DEFENDANT JILL WILLARD YOUNG'S MOTION TO DISMISS PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE 12(B)(6) AND 9(B)

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Introduction

1. On July 5, 2016, Plaintiffs filed a complaint into the Southern District of Texas, individually and as private attorneys general, alleging a public corruption conspiracy under the Racketeer Influenced Corrupt Organization Act at 18 U.S.C. §§1961-1968 and the right of claims provided at 18 U.S.C. §1964(c). (Dkt 1)

2. On September 14, 2016, Defendant Jill Willard Young filed a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6). (Dkt 25)

3. On September 15, 2016, Plaintiffs filed an Addendum of Memorandum (Dkt 26)[1] as a factual supplement to the RICO complaint. (Dkt 1).

4. Plaintiffs move the Court to take judicial notice, pursuant to Federal Rule of Evidence 201, that the Addendum of Memorandum (Dkt 26) and the exhibits attached thereto and referred to therein, are docket entries 115 through 120 in closely related Case 4:12-cv-0592. (See NOTICE of Related Case this Court's Docket (Dkt 12))

5. Plaintiffs hereby incorporate by reference the "Standards of Review", "Contextual Summary", "History of the Controversy", and "History of the Litigation" (Dkt 33 sections I, II, III and IV) from Plaintiffs' response to the Motions to Dismiss filed by Defendants Vacek & Freed (Dkts 19 & 20) as if fully restated herein.

The Issues

a. Defendant Jill Willard Young claims:

> *Plaintiffs' allegations appear to relate to a probate matter in Harris County Probate Court, which the Plaintiffs call "Curtis v. Brunsting" (see Complaint ¶ 110), although no cause number is ever mentioned and no court is ever identified.*

b. Defendant claims:

> Plaintiffs fail to plead facts sufficient to satisfy Rule 9(b)

c. Defendant Claims:

> *In reality, their Complaint is a bizarre, conspiracy-theory-laden attempt to seek revenge for being on the losing end of trust and estate determinations that have already been fully litigated in Texas state court.*

d. Defendant claims Plaintiffs' Complaint reads more like "an excerpt from the DaVinci Code, rattling off fantastical assertions with no connection to plausible facts or valid causes of action".

[1] Case 4:12-cv-0592 Filed TXSD August 3, 2016 docket entry's 115, 117, 119, 120

e. Defendant takes exception to the descriptive labels acquired by plaintiffs as terms given to the complained of conduct by ordinary laypersons who have previously experienced the probate court version of the administration of justice.

f. Jill Willard Young claims that her only connection to Plaintiff Curtis involved the "estate of Nelva Brunsting".

> *The only matter in which Ms. Young was ever involved with Plaintiff Curtis was In re: Estate of Nelva E. Brunsting, No. 412.249 (Harris County Probate Court No. 4) (the "Brunsting matter"). In the Brunsting matter, Ms. Young was attorney for Greg Lester, who had been appointed by Probate Court No. 4 as temporary administrator, to assist Mr. Lester in preparing a written report to the Court.*

g. The Motion then says:

> *All of the actions taken by Ms. Young in that matter were in her role as attorney to Mr. Lester. Ms. Young never had a fiduciary relationship with either Plaintiff, and she did not represent any other party in the Brunsting matter. Plaintiffs make no allegations to the contrary.*

h. Ms. Young then claims immunity.

> *Plaintiffs' claims should be dismissed with prejudice. First, Ms. Young, as attorney only for Mr. Lester, is entitled to immunity from suit under Texas law. See Cantey Hanger, LLP v. Byrd, 467 S.W.3d 477, 481 (Tex. 2015) ("[A]ttorneys are immune from civil liability to non-clients for actions taken in connection with representing a client in litigation.") (emphasis added).*

i. Ms. Young attaches as her only exhibit (Dkt 25-A) a copy of the Order appointing Gregory Lester Temporary Administrator for the "estate of Nelva Brunsting No 412249".

Plaintiffs' Argument

6. Defendant's Rule 12(b)(6) Motion attempts to offer a set of facts inapposite to those of the complaint and although Defendant may offer a different view of the facts under Federal Rule of Civil Procedure 12(b)(1) by providing affidavits and other evidentiary support, Defendant has not done so and may not do so in a Rule12(b)(6) motion.

7. Ms. Young is charged with in-concert aiding and abetting for her role in manufacturing a vacuously fraudulent report as part of an extortion conspiracy with a primary objective of stealing assets from the Brunsting trusts under an estate litigation pretext.

8. The Privity and Texas Attorney Immunity Doctrines are regularly used as shields for the criminal racketeering alleged in the RICO complaint.

Curtis v. Brunsting in the Southern District of Texas and the Fifth Circuit

> *Plaintiffs' allegations appear to relate to a probate matter in Harris County Probate Court, which the Plaintiffs call "Curtis v. Brunsting" (see Complaint ¶ 110), although no cause number is ever mentioned and no court is ever identified.*

9. Defendant Jill Willard Young, participated in the attempt to eliminate Curtis v Brunsting from the probate record. There is a reason for that. Plaintiffs' certificate of closely related case (Dkt 12) cites to the first filed lawsuit relating to the Brunsting trusts. Other than the case in point, 4:16-cv-01969, Curtis v Brunsting 4:12-cv-0592 is the only related lawsuit filed in a court of competent jurisdiction, as hereinafter more fully appears.

10. The events leading up to this RICO lawsuit are unique, in that the underlying unresolved federal lawsuit, Curtis v Brunsting 4:12-cv-592, is its own federal Fifth Circuit case law authority, *Curtis v Brunsting 704 F.3d 406*. The only real distinctions between Curtis v Brunsting 4:12-cv-592 and Curtis v Kunz-Freed et al., 4:16-cv-01969, are location in the chronology of events, the nature of the federal jurisdiction invoked, the number of actors involved, the volume of information available, and the remedies pursued.

11. Candace Louise Curtis v. Anita and Amy Brunsting 4:12-cv-592 was filed in the United States District Court for the Southern District of Texas on February 27, 2012, and dismissed sua sponte under the probate exception to federal diversity jurisdiction on March 8, 2012. Curtis filed a timely notice of appeal and the matter went to the Fifth Circuit for review.

12. On January 9, 2013, the Circuit Court issued a unanimous opinion with Order for Reverse and Remand, No. 12-20164, holding the probate exception to federal diversity jurisdiction does not apply to an inter vivos trust not in the custody of a state court, Curtis V. Brunsting 704 F.3d 406.

13. *On January 29, 2013,* Carl Brunsting, as Executor of the estate of Nelva Brunsting, filed suit against attorney Candace Kunz-Freed and Vacek & Freed P.L.L.C. in the Harris County District Court, raising claims exclusively related to the Brunsting trusts then in the custody of the federal court.[2]

14. Upon returned to the U.S. District Court Curtis immediately petitioned for a protective order. A hearing was held April 9, 2013 (Dkt 26-7 E289-E342) and an injunction was issued. (Dkt 26-2 E5-E9)

15. Also on April 9, 2013, after the federal injunction was issued, Defendant Bobbie Bayless filed suit in the Harris County Probate Court advancing Brunsting trust related claims similar to those already pending in the federal Court, styled "Carl Henry Brunsting individually and as Executor for the Estates of Elmer and Nelva Brunsting". (Dkt 33-9 E188-E207)

16. The Probate cases are:

a. Harris County Probate Case 412248 Carl Henry Brunsting executor of the estate of Elmer H. Brunsting, vs Amy, Anita and Carole Brunsting, filed April 9, 2013.

b. Harris County Probate Case 412249 Carl Henry Brunsting executor of the estate of Nelva E. Brunsting, vs Amy, Anita and Carole Brunsting, filed April 9, 2013.

[2] No. 2013-05455; Carl Henry Brunsting v. Candace Freed & Vacek & Freed; 164th Judicial District Court of Harris County, TX

c. Harris County Probate Case 412249-401 Carl Henry Brunsting Individually vs Amy, Anita and Carole Brunsting, filed April 9, 2013.

d. Harris County Probate No. 412249-402 on remand from the federal Court 4:12-cv-0592. The only docket entries in the probate court with the heading of Curtis v Brunsting are a notice of the original federal petition[3] and a notice of injunction and report of special master[4] and each is covered with a heading page of "Estate of Nelva Brunsting".

The Losing End of Fully Litigated Determinations in Texas State Court

17. Defendant alleges Plaintiffs' claims are:

> *frivolous, delusional, and implausible"… bizarre, conspiracy-theory-laden attempt to seek revenge for being on the losing end of trust and estate determinations that have already been fully litigated in Texas state court.*

18. Counsel violates ethics rules when he files a pleading making knowingly disingenuous claims regarding the record of state court proceedings. Defendants do not, because they cannot, point to the record in any proceeding where Plaintiffs have been on the losing end of any fully litigated state court determinations, because no such events exist in the record. There is a plausible explanation for that.

19. The state probate court absolutely refused to resolve any substantive issues on the merits, due to their awareness of a well-known phenomenon called "Complete Absence of Jurisdiction".

20. Defendant's knowledge of that simple fact explains the entire in-concert attempt to avoid ruling on the merits of any pleading and the character of the Gregory Lester Report.

[3] 2015-02-10 PBT-2015-47716
[4] 2015-02-06 PBT-2015-47630

21. Defendant would love to argue, as they do against all of the probate cabal's victims (Exhibit 1 attached), that Plaintiffs are disgruntled losers seeking vengeance, or that they are asking a federal court to review state court judgments when, in fact, no rulings were ever entered against Curtis because no state court has been invoked as a "Court of Competent Jurisdiction" and these defendant legal professionals all know it.

The Vacuously Indefensible Report of Jill Willard Young and Gregory Lester

The Order Granting Authority to Retain Counsel

22. The Order granting authority to retain Jill Young (Exhibit 2 attached) was for the sole purpose of performing the Duties defined in the Order appointing Gregory Lester Temporary Administrator. (Dkt 25-A)

> *as Counsel for Applicant, to perform such legal services on behalf of the Estate as are necessary and reasonable, including assisting Applicant in carrying out his fiduciary responsibilities.*

23. The Report of Temporary Administrator, filed January 14, 2016, (Dkt 26-9) never mentions the Wills of Elmer or Nelva Brunsting, which is where one would logically think to begin an honest investigation into the veracity of claims brought in the name of a "decedent's estate". The Wills (Exhibits 3 and 4 attached) make clear that the only heir in fact to either estate is "the trust", a matter commented on in the Fifth Circuit Opinion. (Dkt 34-4)

24. The "Report" does not give a history of any litigation, does not mention the estate of Elmer Brunsting, Harris County Probate No. 412248 (Will filed April 2, 2012), does not mention the estate of Nelva Brunsting, Harris County Probate No. 412249 (Will filed April 2, 2012), even though the Report is filed under the 412249 case number and the Order (Dkt 25-A) specifically authorized investigation and reporting on the efficacy of the "estate" claims.

a. The "Report" also does not mention the Petition in Curtis v Brunsting 4:12-cv-00592, or Curtis v Brunsting 704 F.3d 406, or the 164th Judicial District Court of Harris County No. 2013-05455 "estate of Nelva Brunsting" v Candace Kunz-Freed and Vacek and Freed, or that Carl Brunsting brought his complaint individually and as executor of the estates of Elmer and Nelva Brunsting in the probate Court, nor that the estate claims are virtually identical to those that had been pending in the Southern District of Texas since February of 2012.

b. The "Report" does not mention the federal injunction, does not mention the gap in activity in the "estate cases between April 5, 2013's "Drop Orders" (Exhibits 5 and 6), the Inventory (Exhibit 7 attached), or the federal remand of May 2014 (Dkt 33-7 and 33-8), or the applications for letters dated October 17, 2014 (Exhibit 8 attached).

c. The "Report" does refer to Jason Ostrom's alleged "2nd Amended Complaint" filed in the probate court under the heading of "Estate of Nelva Brunsting". (Dkt 34-9)

25. Plaintiffs would again ask the Court to review Dkt 34-10 which is credible evidence of "bizarre" that actually exists, although the signed version appears to have been replaced with the unsigned version in the public record.[5] (Exhibit A9 attached)

Defendant's Exhibit A

26. Defendant's Exhibit A (Dkt 25-A) is the Order Appointing Temporary Administrator Gregory Lester. In the Order the Probate Court found that it had jurisdiction and venue over the Decedent's Estate and authorized Mr. Lester to review the claims brought by the "estate" against 1) Candace Freed 2) Anita Kay Brunsting, 3) Amy Ruth Brunsting, and 4) Carole Ann Brunsting. The Order does not grant any authority to examine the claims brought by Plaintiff Carl Brunsting or Plaintiff Candace Curtis individually. None-the-less the report states:

[5] Harris County Clerk public website case access

> *Carl Henry Brunsting and Candace Louise Curtis have filed claims against Anita Kay Brunsting, Amy Ruth Brunsting (previously Tschirhart) and Carole Ann Brunsting in the Estate of Nelva E. Brunsting, Deceased, pending in Harris County Probate Court Number Four (4) under Cause Number 412,249 (hereinafter referred to as the "Probate Court Claims").*

27. While the "Report" specifically avoids any mention of the TXSD case of Curtis v Brunsting 4:12-cv-00592, it exhibits the Report of the Special Master with the federal case number listed across the top of every page referring to it thusly:

> *"This **REPORT OF MASTER** that was prepared in the case filed in the Southern District of Texas federal court case has the details of the Trust's income, expenses and distributions of stock. A copy of this report is attached hereto as the sixth exhibit."*

28. The only exhibits in the "Report" are trust and not estate related instruments and there can be no plausible denial that the "Report" was nothing but a vehicle for threatening Plaintiff Curtis with injury to property rights if she did not agree to enter into a mediated settlement agreement. (See Dkt 26 pgs 3-31 and transcript of March 9, 2016 Dkt 26-16)

29. The Report exhibits include:

a. The 2005 Restatement to the Brunsting Family inter vivos trust, Pg 11-97;

b. The 2007 Amendment to the Brunsting Family inter vivos trust, Pg 98-99;

c. The alleged December 21, 2010 appointment of successor trustees to the Brunsting Family inter vivos trusts, Pg 100-105;

d. The June 2010 QBD to the Brunsting Family inter vivos trust, Pg 106-108;

e. One of three versions of the 8/25/2010 QBD (extortion instrument) claiming to revoke the Brunsting Family inter vivos trust (see dkt 26-4)[6], Pg 109-145 and;

f. Report of Special Master regarding the Brunsting Family inter vivos trust, Pg 146-183.

[6] Filed in the state probate court as an exhibit to Plaintiff Curtis July 13, 2015 Answer to Defendants 6/26/2015 No-evidence Motion and demand to produce evidence in 412249-401.

Probate Mafia and Harris County Tomb Raiders

30. Plaintiff Curtis' original petition filed February 27, 2012, was dismissed under the probate exception and that is what sent Plaintiff on a journey to the Fifth Circuit. Anyone researching the Probate Exception will invariably be exposed to the "Probate Mafia". (Exhibit 10 attached)

31. Harris County Tomb Raiders is a term first observed by Plaintiffs in a recorded video of a hearing before the Texas Senate Committee on the Judiciary, October 11, 2006[7], where one witness, a Robert Alpert[8], gave an account of his experience in the Harris County Probate Court. His testimony contained remarkably similar descriptions of the means and methods complained of in the present complaint, a full ten full years later, and nothing appears to have changed. Where exactly Tomb Raiders was mentioned in the testimony Plaintiffs do not recall, as there are 12 recordings available and they cover a seven and one-half hour hearing session.

In Concert Aiding and Abetting

32. As previously stated, Ms. Young is charged with in concert aiding and abetting a conspiracy to loot the Brunsting trusts, that is fully documented on the Public record. A particular participant's part in the conspiracy does not have to be of great magnitude, but only a manifest part of the symphony of sound produced by the other instruments in concert.

33. The elements of aiding and abetting are 1) that the accused had specific intent to facilitate the commission of a crime by another; 2) That the accused had the requisite intent of the

[7] Audio Recordings are available online at the Texas Senate Library
[8] Beginning at 12 minutes of Recording: 791070a, 79th Senate Jurisprudence Committee E1.016 Tape 2 of 4 Side 1 & 2, 10/11/06 10:40am Recording: 791070b

underlying substantive offense; 3) That the accused assisted or participated in the commission of the underlying substantive offense; and 4) That someone committed the underlying offense.[9]

34. Defendant Jill Willard Young does not offer exhibits to support her proclaimed vision of the facts she proffers. She does not exhibit her motion for permission for Greg Lester to retain her law firm (Exhibit 11), nor the order appointing her to "assist" Mr. Lester (Exhibit 2) and definitely not the report she assisted Mr. Lester in producing (Dkt 26-9).

Prosecuting State and Local Corruption

35. All of the states and most local governments have criminal statutes or codes which criminalize various aspects of corruption.

36. While there is no federal statute which is aimed specifically at state and local corruption, there are three statutes which have been generally utilized by federal prosecutors to prosecute state and local officials for acts of corruption. They are the mail and wire fraud statute, the Hobbs Act, and the Racketeer Influenced and Corrupt Organizations Act ("RICO").

Hobbs Act – 18 USC §1951

37. The Hobbs Act, by its express language, makes it a crime to obstruct, delay, or affect commerce by robbery or extortion.

38. However, the statute, by a series of judicial decisions including a United States Supreme Court decision (*See*, *United States v. Evans*, 504 U.S. 255 [1992]), has been extended to cover practices best characterized as bribery. In that regard, all that has to be shown is that a public official has obtained a payment to which he was not entitled, knowing that the payment was made in return for official acts. This results in making the Hobbs Act similar to 18 USC

[9] United States Attorney's » Criminal Resource Manual » CRM 2000 - 2500 » Criminal Resource Manual 2401-2499 CRM 2474

§201, insofar as it covers bribery of a federal official. However, the statute would not cover mere receipt of gratuities, as under 18 USC §201, which is covered by the mail and wire fraud statutes.

39. While the Hobbs Act is limited to conduct that "obstructs, delays or affects interstate commerce [commerce between two or more states]," this requirement is hardly any requirement at all, since all that is needed is a small or practically negligible effect.

40. A Hobbs Act violation may serve as the foundation for RICO offenses.

Mail and Wire Fraud – 18 USC §§1341 (Mail), 1343 (Wire)

41. The mail and wire fraud statutes were enacted as anti-fraud statutes, designed to combat, as criminal, the common law crime of larceny by trick. Even though the statutes' terms do not specifically embrace corruption, they are extensively used to prosecute acts of public corruption.

42. For mail fraud, the prosecutor must prove only (a) a scheme to defraud, and (b) the mailing of a letter for the purpose of executing the scheme; and for wire fraud, the prosecutor must prove only (a) a scheme to defraud, and (b) the use of interstate wire communications in furtherance of the scheme. For purposes of the statute, the requisite mailing can be done through the postal service or a private carrier, and the requisite wire communications include radio transmissions, telephone calls and e-mails. Significantly, the requisite mailing or wiring need not itself contain any fraudulent information and may be entirely innocent. However, they must be shown to be at least a "step" in the scheme. (*Schmuck v. United States*, 489 U.S. 705, 712 [1989]).

43. With respect to the statutes' use in public corruption cases, a fraudulent scheme includes "a scheme . . . to deprive another of the intangible right of honest services." (18 USC

§1346). It is this definition which makes the statutes a flexible tool for prosecutors to prosecute public corruption at the state or local level.

44. A typical "honest services" corruption case arises in two situations. First, "bribery" where the public official was paid for a particular decision or action, which includes a pattern of gratuities over a period of time to obtain favorable action. Secondly, "failure to disclose" a conflict of interest, resulting in personal enrichment, which encompasses circumstances where the official has an express or implied duty to inform others of the official's personal relationship to the matter at hand, even though no public harm occurred or there was no misuse of office.

45. As to the "conflict of interest" situation, the basis for its condemnation is that "[w]hen an official fails to disclose a personal interest in a matter over which he has decision-making power, the public is deprived of its right either to disinterested decision making itself or, as the case may be, to full disclosure as to the official's potential motivation behind an official act." (*United States v. Sawyer*, 85 F3d 713, 724 [1st Cir. 1966]). Notably, a person who holds no public office but participates substantially in the operation of government, *e.g.*, a political party leader, may be subject to prosecution under an "honest services" theory. (*See, United States v. Margiotta*, 688 F.2d 108 [2d Cir. 1982]).

Federal Conspiracy Laws

46. Federal conspiracy laws rest on the belief that criminal schemes are equally or more reprehensible than are the substantive offenses to which they are devoted. The Supreme Court has explained that a "collective criminal agreement—[a] partnership in crime—presents a greater potential threat to the public than individual delicts. Concerted action both increases the likelihood that the criminal object will be successfully attained and decreases the probability that

the individuals involved will depart from their path of criminality."[10] Moreover, observed the Court, "[g]roup association for criminal purposes often, if not normally, makes possible the attainment of ends more complex than those which one criminal could accomplish. Nor is the danger of a conspiratorial group limited to the particular end toward which it has embarked."[11] Finally, "[c]ombination in crime makes more likely the commission of crimes unrelated to the original purpose for which the group was formed."[12] In sum, "the danger which a conspiracy generates is not confined to the substantive offense which is the immediate aim of the enterprise."[13] Congress and the courts have fashioned federal conspiracy law accordingly.[14]

Conclusion

47. Ms. Young drafted the motion asking to be appointed to "assist Mr. Lester in his fiduciary duties" (Exhibit 11 attached) and admits to participating in the production of the "Gregory Lester Report" (Dkt 26-9 E394-E403) but seeks to hide her participation in the conduct of the affairs of the enterprise as "attorney" conduct entitling Ms. Young to impunity.

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[10] *Iannelli v. United States*, 420 U.S. 770, 778 (1975), quoting *Callanan v. United States*, 364 U.S. 587, 593-94 (1961).
[11] *Id.*
[12] *Id.*
[13] *Id.*
There have long been contrary views, e.g., Sayre, *Criminal Conspiracy*, 35 HARVARD LAW REVIEW 393, 393 (1922)("A doctrine so vague in its outlines and uncertain in its fundamental nature as criminal conspiracy lends no strength or glory to the law; it is a veritable quicksand of shifting opinion and ill-considered thought"); *Hyde v. United States*, 222 U.S. 347, 387 (1912)(Holmes, J, with Lurton, Hughes 7 Lamarr, JJ.)(dissenting)("And as wherever two or more have united for the commission of a crime there is a conspiracy, the opening to oppression thus made is very wide indeed. It is even wider if success should be held not to merge the conspiracy in the crime intended and achieved"), both quoted in substantial part in Katyal, *Conspiracy Theory*, 112 YALE LAW JOURNAL 1307, 1310 n. 6 (2003)
[14] Federal prosecutors have used, and been encouraged to use, the law available to them, *Harrison v. United States*, 7 F.2d 259, 263 (2d Cir. 1925)("[C]onspiracy, that darling of the modern prosecutor's nursery"); *United States v. Reynolds*, 919 F.2d 435, 439 (7th Cir. 1990)("[P]rosecutors seem to have conspiracy on their word processors as Count I"); Chesney, *Terrorism, Criminal Prosecution, and the Preventive Detention Debate*, 50 SOUTH TEXAS LAW REVIEW 669, 684 (2009)("What options do prosecutors have in the terrorism-prevention scenario when [other charges] are unavailable for lack of evidence linking the suspect to a designated foreign terrorist organization? One possibility is conspiracy liability").

48. It necessarily follows that an independent report on the efficacy of the estate claims would have revealed a complete absence of jurisdiction over the very things the report speaks to.

49. Where there is no court of competent jurisdiction, there is no judge and no litigation, and consequently Defendant's immunity claims collapse under the weight of the complete absence of jurisdiction in any state court. (See Curtis v Brunsting 704 F.3d 406, 409-410 and Lexis HN 6)

50. All of the Defendants are accused of violating 18 U.S.C. 1962(c), which prohibits participation in the conduct of the affairs of an enterprise through a pattern of racketeering activity affecting interstate commerce, and 18 U.S.C. 1962(d), conspiracy to violate 18 U.S.C. 1962(c).

51. Jill Willard Young's participation is directly related to the fraudulent report of Gregory Lester, used to promote their substantive resolution avoidance and mediated settlement diversion scheme, which can only be explained by these Defendants' knowledge of the Court's complete want of jurisdiction.

52. Defendant Jill Willard Young was present at the September 10, 2015 hearing, that plaintiffs have been unable to obtain a transcript of.

53. However, Defendant Neal Spielman's March 9, 2016 diatribe, (Dkt 26-16) referring to the September 10, 2015 hearing, evidences the "Report" to be the product of the Defendants' own dictation and, while the report admits "I was told" as a source for information, The report never mentions who told Lester what to write.

54. These lawyer Defendants, in concert, attempted to conceal Curtis v. Brunsting in the probate record as if it was the "estate of Nelva Brunsting" and then, knowing there was no authority to determine any matters related to the Brunsting trusts they all conspired together to avoid rulings on the merits and to attempt to intimidate the non-participant into attending a

"mediation" where she could be further impressed with the threat to her property interests if she did not rollover on her rights and surrender property by settlement agreement.

55. Defendant attempts to deceive this Court into believing the underlying matter is related to an inheritance or an expectancy, but Plaintiff Curtis is an equitable property owner whose property interest was fully vested at the creation of the family trusts in 1996 and the death of Elmer Brunsting and Nelva Brunsting elevated her to a property owner with a primary right of consideration under the undisturbed terms of the irrevocable trusts.

56. Plaintiff Curtis' trust property has been withheld and that property continues to be illicitly held hostage to attorney fees and absolution ransoms Plaintiff does not owe.

57. Plaintiff Curtis and her domestic partner Plaintiff Munson have incurred substantial expense, expended efforts and suffered constant character attacks, been forced to divert quality time and capital assets away from local and domestic concerns in a productive life, to defend her property interests in Texas for more than 4 and one-half years, and the participants in the involuntary wealth redistribution scheme claim Plaintiffs have suffered no tangible injury.

58. Defendant also claims that some of the predicate acts do not provide a private right of claims, but that is not what 18 U.S.C. §1964(c) says about injury suffered as direct and proximate result of a pattern of racketeering activity involving such acts.

59. The only subject of the Jill Willard Young/Gregory Lester report is not the estate but the money cow trust, not properly in the custody of any state court.

60. There is not a single mention of the wills, the pour over provisions, the identity of the only heir, the inventory containing only an old car, or the "estate claims", and it does not mention the drop orders or any other "estate" related matters, yet seeks to legitimize "estate claims" involving only the beneficiaries of the "heir-in-fact" trust.

61. Candace Curtis and her siblings are beneficiaries of "the trust" and, therefore, derivatively the only real parties in interest.

62. In essence, the "decedent's estate" is suing "heirs in fact" (trust beneficiaries) in probate court, for trespasses committed against the "heir in fact" (trust) during the lifetime of the decedent.

63. Plaintiff Curtis' federal petition was amended by Defendant Ostrom to join Plaintiff Carl Brunsting, to pollute diversity, in order to affect a remand to state court, where Plaintiff Curtis could be consolidated as a "defendant" in the "estate" lawsuit involving only the trust.

64. Any award from the estate lawsuits would belong to the "heir in fact" (trust), minus attorney and appointee fees from years of litigation involving an estate with no assets, in a court with no subject matter jurisdiction, whose judgments would all be void ab initio and would in any event guarantee a successful reversal on appeal by either party, with no resolution in sight forever and ever, while Anita, Amy, and their attorneys hold disposition of the trust hostage.

65. This is indeed a bazaar conspiracy theory but it is not a box office thriller. It is a reality embedded in the public record and one need look no further than the public record for the evidence that supports Plaintiffs' claims.

Wherefore, Plaintiffs respectfully move this Honorable Court for an Order denying the Motion to Dismiss filed by Defendant Jill Willard Young August 14, 2016. (Dkt 25)

Respectfully submitted, October 2, 2016.

/s/Candace L. Curtis
Candace L. Curtis

/s/Rik W. Munson
Rik W. Munson

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on October 2, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/Candace L. Curtis
Candace L. Curtis

/s/Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	
v	§	Civil Action No. 4:16-cv-01969
	§	
Kunz-Freed, et al	§	
Defendants	§	

ORDER

Upon due consideration, the Rule 12(b)(6) Motion to Dismiss filed by Defendant Jill Young in the above styled cause on September 14, 2016 (Docket entry 25) should be Denied.

It is SO ORDERED

_____ _____

Date

The Honorable Alfred H Bennet
United Stated District Judge

Exhibit List Jill Willard Young Rule 12 Motion

1-	Defendant Jill Willard Rule 11 Notice	E1-E8
2-	Order Granting Authority to retain Jill Young	E9-E10
3-	The Will of Nelva Brunsting	E11-E22
4-	The Will of Elmer Brunsting	E23-E34
5-	Drop Order 412249 April 4, 2013	E35
6-	Drop Order 412248 April 4, 2013	E36
7-	March 27, 2013 Inventory and April 4, 2013 Order Approving Inventory	E37-E44
8-	2013-10-17 Application for Letters Testamentary	E45
9-	Agreed Order to Consolidate “estate of Nelva Brunsting with “estate of Nelva Brunsting” (See Dkt 34-10)	E46-E49
10-	Fighting the Probate Mafia (2002)	E50-E119
11-	September 1, 2015 Application to Retain Jill Young	E120-E128

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis et al.,	§	
Plaintiffs,	§	
	§	Civil Action NO. 4:16-CV-01969
v.	§	
	§	The Honorable Alfred Bennett
Kunz-Freed et al.,	§	
Defendants	§	

Plaintiffs' Answer to Defendants Christine Butts, Clarinda Comstock and Tony Baiamonte's Motion to Dismiss Pursuant to Federal Rules of Civil Procedure 12(b)(1), 12(b)(6) and 9(b)

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I. INTRODUCTION

1. This is a private interest as well as a public interest lawsuit, as the subject matter relates to the legitimate administration of public justice.

2. On July 5, 2016, Plaintiffs filed a complaint into the Southern District of Texas, individually and as private attorneys general, alleging a public corruption conspiracy under the Racketeer Influenced Corrupt Organization Act (RICO) at 18 U.S.C. §§1961-1968 and the right of claims provided at 18 U.S.C. §1964(c).

3. On October 7, 2016, Defendants Christine Butts, Clarinda Comstock and Tony Baiamonte filed a combined motion to dismiss under Federal Rules of Civil Procedure 12(b)(6) and 12(b)(1) (Dkt 53).

II. STANDARDS OF REVIEW

Federal Rule 12(b)(1)

4. Whether or not a court has subject matter jurisdiction over a party is a question of law reviewed de novo; thus, a decision on a motion to dismiss under Federal Rule of Civil Procedure 12(b)(1) for lack of subject matter jurisdiction is an issue of law reviewed de novo. *Hunter Douglas, Inc. v. Harmonic Design, Inc.*, 153 F.3d 1318, 1325, 47 U.S.P.Q.2d 1769, 1772 (Fed. Cir. 1998).

5. On a Rule 12(b)(1) Facial Attack the court evaluates whether the plaintiff "has sufficiently alleged a basis of subject matter jurisdiction" in the complaint and employs standards

similar to those governing Rule 12(b)(6) review. *Houston v. Marod Supermarkets, Inc.*, 733 F.3d 1323, 1335 (11th Cir. 2013).

6. In contrast to a facial attack on subject matter jurisdiction, a Rule 12(b)(1) factual attack "challenge[s] the existence of subject matter jurisdiction in fact, irrespective of the pleadings, and matters outside the pleadings such as testimony and affidavits are considered." *Lawrence v. Dunbar*, 919 F.2d 1525, 1529 (11th Cir. 1990) (internal quotation marks omitted).

7. When the attack is factual "the trial court is free to weigh the evidence and satisfy itself as to the existence of its power to hear the case." *Id.* Therefore, "no presumptive truthfulness attaches to plaintiff's allegations, and the existence of disputed material facts will not preclude the trial court from evaluating for itself the merits of jurisdictional claims." *Id.*

8. We review de novo a district court's dismissal for lack of subject-matter jurisdiction under *Rooker–Feldman* and Rule 12(b)(1), and for failure to state a claim under Rule 12(b)(6), applying the same standards as the district court. *Truong v. Bank of Am., N.A.*, 717 F.3d 377, 381 (5th Cir. 2013). We review a dismissal under Rule 12(b)(1) for lack of subject-matter jurisdiction under the same pleading standard as a dismissal under Rule 12(b)(6). *Lane v. Halliburton*, 529 F.3d 548, 557 (5th Cir. 2008). In reviewing the complaint, "we take the well-pled factual allegations of the complaint as true and view them in the light most favorable to the plaintiff."

9. The denial of a motion to dismiss pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction is not immediately appealable. *Data Gen. Corp. v. Cnty. of Durham*, 143 N.C. App. 97, 100, 545 S.E.2d 243, 245-46 (2001).

Federal Rule 12(b)(6)

10. When evaluating a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6), the court must take the facts alleged in the complaint as true and construe them in the

light most favorable to the plaintiff. *Resnick v. AvMed, Inc.*, 693 F.3d 1317, 1321–22 (11th Cir. 2012). To survive Rule 12(b)(6) scrutiny, "a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). "[F]acial plausibility" exists "when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id.* (citing Twombly, 550 U.S. at 556).

11. The standard of appellate review for a motion to dismiss pursuant to Rule 12(b)(6) is de novo , and the Court will employ the same standard as the district court. *First Am. Title Co. v. Devaugh*, 480 F.3d 438, 443 (6th Cir. 2007); *Nat'l Hockey League Players Ass'n v. Plymouth Whalers Hockey Club*, 419 F.3d 462, 468 (6th Cir. 2005).

12. *Sebelius*, 635 F.3d 757, 763 (5th Cir. 2011) ("Generally, a court ruling on a 12(b)(6) motion may rely on the complaint, its proper attachments, documents incorporated into the complaint by reference, and matters of which a court may take judicial notice.") (internal quotation marks and citation omitted)).

13. We review de novo the district court's grant of a motion to dismiss for failure to state a claim under Rule 12(b)(6). *Sullivan v. Leor Energy, L.L.C.*, 600 F.3d 542, 546 (5th Cir. 2010) (citation omitted). This court construes facts in the light most favorable to the nonmoving party, "as a motion to dismiss under 12(b)(6) 'is viewed with disfavor and is rarely granted.'" *Turner v. Pleasant*, 663 F.3d 770, 775 (5th Cir. 2011) (citation omitted). Dismissal is appropriate only if the complaint fails to plead "enough facts to state a claim to relief that is plausible on its face." Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007). Yet, the complaint must allege enough facts to move the claim "across the line from conceivable to plausible." *Id.* Determining whether

the plausibility standard has been met is "a context-specific task that requires the reviewing court to draw on its judicial experience and common sense." Ashcroft v. Iqbal, 556 U.S. 662, 679 (2009) (citation omitted).

III. ISSUES PRESENTED

14. Defendants do not number their pleadings but at page 4 Defendants list the ground for their motions.

(1) Complaint fails to state a claim sufficient to meet the requirements of Rules 8 and 9(b);

(2) the Complaint fails to state a RICO claim or RICO conspiracy claim against the Harris County Defendants;

(3) the Complaint fails to allege standing under RICO;

(4) the Complaint fails to allege a conspiracy;

(5) the Complaint is not plausible;

(6) the Complaint fails to plausibly allege the existence of an "enterprise" or "association-in-fact," and;

(7) the Complaint is frivolous;

15. Defendants claim judicial, qualified and official immunity;

16. Defendants claim a contrary view of the Facts

IV. CONTEXTUAL SUMMARY

17. Plaintiff Candace Louise Curtis (Curtis) lives in California and is a beneficiary of inter vivos trusts having a situs in Houston, Texas. Other beneficiaries of the trusts include Plaintiff Curtis' siblings: Carl, Carole, Amy and Anita Brunsting, and also includes the remaindermen grandchildren and great grandchildren of Grantors Elmer and Nelva Brunsting et al, per stirpes.

18. Plaintiff filed suit against her siblings Anita and Amy Brunsting for breach of fiduciary and constructive fraud demanding accounting and disclosures of the assets of the various family trusts. That matter *Candace Curtis v Anita and Amy Brunsting et al*., 4:12-cv-0592 filed in the Southern District of Texas February 27, 2012, was dismissed sua sponte under the probate exception to federal diversity jurisdiction.

19. The controversy was returned to the federal District Court after review by the Fifth Circuit, *Curtis v Brunsting* 704 F.3d 406 (Jan 9, 2013).

20. On January 29, 2013, Defendant Bayless improperly filed a suit in the Harris County District Court against Defendants Albert Vacek, Jr. and Candace Kunz-Freed, in the name of the Estate of Nelva Brunsting, raising only issues relating to the Brunsting trust known to be in the custody of a federal Court.

21. Upon remand to the United States District Court, Curtis applied for a protective order and on April 9, 2013 the Honorable Judge Kenneth Hoyt, after a fully contested judicial proceeding, found that Plaintiff Curtis had met all four federal criteria and issued an injunction with findings of fact, conclusions of law, and Order after hearing, something no one has seen since!

22. On April 9, 2013 Defendant Bayless improperly filed a second suit, this time in Harris County Probate Court No. 4, again raising only issues relating to the Brunsting trust known to be in the custody of a federal Court.

23. In September of 2013, Plaintiff Munson was hospitalized and in a coma. Subsequently Munson underwent his third open heart surgery to replace his aortic trunk and valve due to an aneurysm.

24. In the interim Plaintiff Curtis retained the services of Defendant Jason Ostrom, a Houston attorney. Mr. Ostrom thereafter presented Judge Hoyt with an uncontested motion to amend

Curtis' Petition to pollute diversity in order to effect remand to the state probate court, to consolidate Plaintiff Curtis' claims with those of Plaintiff Carl Brunsting, and the matter thus finds itself in Harris County Probate Court No. 4.

The RICO Complaint

25. In response to Rule 12(b)(6) motions to dismiss, on September 15, 2016, Plaintiffs filed the Rule 11(b) and Rule 60 Motions, previously filed in Judge Hoyt's Court,[1] as an Addendum of Memorandum (Dkt 26), supplementing and incorporating by reference the original RICO complaint in this case.

26. The "pleadings" include the complaint, answer to the complaint, and "if the court orders one, a reply to an answer." Federal Rule of Civil Procedure 7(a).

27. An amended complaint supersedes earlier pleadings. See *King v. Dogan*, 31 F.3d 344, 346 (5th Cir. 1994) ("An amended complaint supersedes the original complaint and renders it of no legal effect unless the amended complaint specifically refers to and adopts or incorporates by reference the earlier pleading.").

28. The Complaint (Dkt 1) thus, also includes the Addendum (Dkt 26) and the exhibits attached thereto.

V. THE ARGUMENT

29. Defendants allege a want of subject matter jurisdiction based upon claims of judicial immunity and lack of standing pursuant to Federal Rule of Civil Procedure 12(b)(1).

30. The crux of the standing challenge is a counter claim that Plaintiffs have not been injured within the meaning of the RICO statutes and uses expressions such as "inheritance" and "expectancy" in the explanation for their reasoning.

[1] Curtis v Brunsting 4:12-cv-592 filed TXSD February 27, 2012

31. Defendants also seek to offer their own opinion and contrary facts, but may not do so in a Rule12(b)(6) motion and fail to support their opposing claim of facts with affidavits or exhibits, as required for a Rule 12(b)(1) factual challenge and, thus, their claim of opposing facts are not cognizable by the Court within the context of these motions.

32. At page 15 Defendants claim *"The actions Plaintiffs complain of are the rulings and Orders issued by the Honorable Judges"* however, Defendants fail to support their claims with reference to the record and that would be because there are no such events.

33. The complaint makes clear on page 12 of the Addendum (Dkt 26), beginning at line 62 and thereafter, that the Probate Court set motion hearings for lawyers and removed those motions from Calendar for the lawyers, but refused to set Curtis' Motions for hearing, and the attorneys refuse to answer. (See Dkt 26-5, 6, 8, 11, 14, 15, 17 and 19, the list of exhibits is at page 28 or 31) These records and pleadings are all attached and incorporated into the RICO complaint by reference.

34. Defendant Clarinda Comstock has exclusive control of the Docket in Probate Court No. 4, and it is Defendant Clarinda Comstock that decides what gets set for hearing and when, and what does not find its way to the calendar. Defendant Clarinda Comstock refused to set Plaintiff Curtis' Motions for hearing (Dkt 26-15 request for setting and Dkt 26-16 transcript of setting conference). Those are the facts alleged in the complaint, and under the law governing the motion to dismiss here, (Dkt 53) Plaintiff believes those are the only facts under consideration.

35. Defendants' contrary opinions have no veracity in a Rule 12(b)(6) factual challenge at all, and without evidentiary support sufficient to controvert the controlling presumption that Plaintiffs' facts are true, Defendants' contrary opinions have no veracity in a Rule 12(b)(1) factual challenge either.

36. The public record of proceedings in the state court may be subject to varying interpretations, but the evidentiary legitimacy of those records clearly outweighs any contrary claims by these Defendants.

Subject Matter Jurisdiction

37. The pivotal issue before the Court in regard to all of the motions to dismiss for want of subject matter jurisdiction is whether or not the state probate court properly assumed in rem jurisdiction over the Brunsting trust res, in the custody of a federal Court when trust related claims were filed as "Estate" claims in state courts.

38. Defendants proclaim that they are clothed in an incorporeal substance known as subject matter jurisdiction and that their illicit conduct is thus protected by "*absolute judicial immunity from suit for acts undertaken in their judicial capacity even if they are done maliciously or corruptly*"[2], but the state courts had no authority to take cognizance of matters related to the Brunsting trusts while those trusts were under the in rem custody of a federal Court. Defendat Bayless' probate suit was filed the same day the Honorable Kenneth Hoyt issued an injunction against the same Defendants, relating to the same trust and seeking similar relief.

39. The Fifth Circuit Court of Appeals' Opinion in Curtis v Brunsting 704 F.3d 406 (Dkt 26-17), properly characterized the underlying suit, (Curtis v Brunsting 4:12-cv-00592) as a lawsuit relating only to the Brunsting trusts, not falling under the probate exception to federal diversity jurisdiction.

40. The Fifth Circuit also observed that the Wills of Elmer and Nelva Brunsting bequeathed everything to the Brunsting trusts, that assets in the trust were not assets belonging to the estate and, therefore, not subject to probate administration.

[2] Dkt 53 Page 12 Ln. 4 (unnumbered)

41. The record is abundantly clear that the Brunsting trusts were in the in rem custody of another court when trust related claims were filed in state courts and that the probate court was completely without subject matter jurisdiction at all times complained of.

42. Where there is no jurisdiction there is no court, no judge and no litigation.

43. When then record is examined, it becomes abundantly clear that no one participated in Curtis v Brunsting in the probate court. Only Plaintiff Curtis pled under the heading of Curtis v Brunsting and none of the motions and pleadings have been answered or set for hearing despite Curtis' best efforts to obtain a fully litigated judicial determination in that court.

44. Defendants provide a plethora of case law relevant to their alternate claim of facts, but erroneous facts are of no value and case law built thereupon is misleading.

45. In the underlying matter, continually referred to by Defendants as a probate case, the lawsuits filed in both state courts related only to the Brunsting trust and were filed in state courts while the Brunsting trust was clearly in the custody of a federal Court.

46. Carl Brunsting had no individual standing to bring claims in probate court, as he is not an heir to either estate.

47. The suit against Candace Kunz-Freed, raises claims involving only the trust, was filed January 29, 2013 while the trust was in the custody of a federal Court, and the Harris County District Court could not take judicial cognizance of the subject matter.

48. The later probate case filed April 9, 2013, raises claims only related to the Brunsting trusts and was also improperly filed into a court that could not take judicial cognizance of the subject matter, by an individual with no standing as an heir of the estate and, as the real party in interest is the trust, Carl also had no standing to bring trust related claims as executor of the Estates.

Standing

49. Defendants base their claim that Curtis lacks standing on the misrepresentation that all Curtis has is an expectancy in an estate, but as has been shown, Curtis is not an heir to either Estate, only a beneficiary of the heir in fact trust.

50. Defendants challenge of standing against Plaintiff Munson is that Munson is not party to the underlying matters and has suffered no injury.

51. Munson however, has been compelled to combat this public corruption at great personal expense in time and resources. Over the last five years those costs have been exacerbated by the improper actions of all of these Defendants, placing unnecessary economic burdens upon Plaintiffs' household.

52. Defendants are accused of aiding and abetting a pattern of known predicate act conduct, by Anita and Amy Brunsting in pursuit of their own personal agenda, and each can be shown to have provided a necessary part to the montage. The success or failure of such a venture is not an element of these claims. The mere fact of the attempt to extort is sufficient.

Dismissal with Prejudice

53. Defendants ask for dismissal of Plaintiffs' RICO Complaint with prejudice. Such relief is drastic and operates under Federal Rule of Civil Procedure 41(b) as adjudication on the merits.

54. Factors to be weighed in considering dismissal under Rule 41(b) include: "(1) the public's interest in expeditious resolution of litigation; (2) the court's need to manage its docket; (3) the risk of prejudice to the defendants; (4) the public policy favoring disposition of cases on their merits; and (5) the availability of less drastic alternatives." *Yourish v. California Amplifier,* 191 F.3d 983, 990 (9th Cir. 1999) (quotations omitted).

55. Defendants do not even begin to approach their burden here. Without subject matter jurisdiction their judicial immunity claims fail and we are left with only the facts to consider.

Tension between Rule 8(a) and 9(b)

56. Federal Rule of Civil Procedure 8 requires that a complaint put forth "a short and plain statement of the claim showing that the pleader is entitled to relief." Federal Rule of Civil Procedure 8(a)(2). Each allegation in a complaint must be "simple, concise, and direct." Federal Rule of Civil Procedure 8(d)(1). This court has affirmed dismissal on Rule 8 grounds where the complaint is "argumentative, prolix, replete with redundancy, and largely irrelevant," *McHenry*, 84 F.3d at 1177, 1180, and where the complaint is "verbose, confusing and conclusory," *Nevijel v. North Coast Life Ins. Co.*, 651 F.2d 671, 674 (9th Cir. 1981).

VI. CONSPIRACY AND AIDING AND ABETTING

57. A defendant in a case charging a conspiracy may be liable for each of the substantive counts charged in an indictment under three separate theories:

1. Actual commission of the crime; 2. Participation in the crime as an aider or abettor; 3. Liability under a Pinkerton theory[3].

58. A conspiracy is an agreement between two or more people to join together to attempt to accomplish some unlawful purpose. It is a kind of "partnership in crime" in which each member becomes the agent of every other member. It does not matter whether or not the conspiracy was

[3] *United States v. Ailsworth, 867 F.Supp. 980, 987 (D. Kan. 1994*. The government may prove liability under any alternative theory, and the jury will not return a verdict indicating the precise manner in which the defendant committed the crime. Id. Furthermore, a jury finding that one is guilty of aiding and abetting a crime is not the equivalent of a finding of a conspiratorial agreement. United States v. Palozzale, 71 F.3d 1233, 1237 (6th Cir. 1995). There is no requirement that there be an agreement in order to convict one of aiding and abetting. United States v. Frazier, 880 F.2d 878, 886 (6th Cir. 1989), cert. denied, 493 U.S. 1053, 110 S.Ct. 1142, 107 L.Ed.2d 1046 (1990). Conspiracy to commit a crime and aiding and abetting in the commission are distinct offenses. Id. See also *United States v. Superior Growers Supply*, 982 F.2d 173, 178 (6th Cir. 1992).

successful. The essence of the offense is that two or more persons have combined, or mutually agreed, to do something illegal. *Iannelli v. United States,* 420 U.S. 770, 777 (1975)

59. The elements are FIRST: That two or more persons agreed to try to accomplish a common and unlawful plan, as charged in the indictment; and, SECOND: That the defendant knew the unlawful purpose of the agreement and joined in it willfully, that is, with the intent to further the unlawful purpose.

60. One becomes a member of a conspiracy by willfully participating in the unlawful plan with the intent to further some object of the conspiracy. *Blumenthal v. United States,* 332 U.S. 539, 557 (1947) One may become a member of a conspiracy without knowing all of the details of the unlawful plan or the identities of all of the other alleged conspirators. If the defendant, with an understanding of the unlawful character of a plan, knowingly joins in an unlawful scheme on one occasion that is sufficient to convict him of conspiracy, even though he had not participated before and even though he played only a minor part in the conspiracy.

61. The evidence in the case need not show that the alleged members of the conspiracy entered into any express or formal agreement, or that they directly stated between themselves the details of the scheme and its object or purpose, or the precise means by which the object or purpose was to be accomplished. Similarly, the evidence in the case need not establish that all of the means or methods which were agreed upon were actually used or put into operation. Nor must the evidence prove that all of the persons charged were members of the conspiracy. *United States v. Falcone,* 311 U.S. 205, 210(1940).

62. Without subject matter jurisdiction over any Brunsting trust matter these Defendants are without immunity in the present suit and, without their rubber stamp immunity defense, their conduct is fully subject to scrutiny.

63. It is difficult to imagine an acceptable explanation for failure to distinguish between a trust and an estate, given the fact the wills bequeath everything to the trust. It is equally difficult to imagine a satisfactory explanation for refusal to set any of Plaintiff Curtis' motions for hearing and refusal to rule on any substantive matters. A reasonable initial question would be something like, what is the meaning of this? (Exhibits 1, 2 and 3 attached)

64. Plaintiffs point only to the public record in support of facts and these Defendants, claiming to be judges in cases involving these public records, cannot claim ignorance of those facts.

65. Plaintiffs believe they have made substantially more than a prima facia case in the Complaint (Dkt 1), in the Addendum to the Complaint (Dkt 26), in this reply, and in each reply to a motion to dismiss filed in this case to date.

66. As for Mr. Baiamonte, Plaintiff Munson spoke with Mr. Baiamonte and was not satisfied with the answer to inquiries regarding unavailability of a transcript for September 10, 2015.

67. Plaintiff Munson requested a written explanation and Mr. Baiamonte promised to reply with an email. After text message reminders failed to produce the promised statement, Mr. Baiamonte was added to this complaint.

VII. FRIVOLOUS, RULES 12(B)(6) AND 1915(D)

68. Dismissal of frivolous pleadings are governed by Federal Rule of Civil Procedure §1915(d).

> *[t]o the extent that a complaint filed in forma pauperis which fails to state a claim lacks even an arguable basis in law, Rule 12(b)(6) and § 1915(d) both counsel dismissal. But the considerable common ground between these standards does not mean that the one invariably encompasses the other. When a complaint raises an arguable question of law which the district court ultimately finds is correctly resolved against the plaintiff, dismissal on Rule 12(b)(6) grounds is appropriate, but dismissal on the basis of frivolousness is not. Accordingly, "frivolousness in the §1915(d) context refers to a more limited set of claims than does Rule*

12(b)(6)[;] ... not all unsuccessful claims are frivolous." Neitzke, 490 U.S. at 328 (footnote omitted).

69. Under Rule 12(b)(6), a plaintiff with an arguable claim is ordinarily accorded notice of a pending Rule 12(b)(6) motion to dismiss for failure to state a claim and an opportunity to amend the complaint before the motion is ruled upon. These procedures alert him to the legal theory underlying the defendant's challenge, and enable him meaningfully to respond by opposing the motion to dismiss on legal grounds or by clarifying his factual allegations so as to conform to the requirements of a valid legal cause of action. Plaintiffs thus added an Addendum of Memorandum under the authority of Federal Rule of Civil Procedure 15(a)(1).

The Estate of Nelva Brunsting

70. As has been shown, the Fifth Circuit (Dkt 34-4) distinguished between the Brunsting Trust litigation and any prospective probate of the Estates of Elmer or Nelva Brunsting, using the same information available to the probate court, “the Wills of Elmer and Nelva Brunsting” (Dkt 41-2 and 41-3) and in their analysis the Fifth Circuit determined that Brunsting trust assets were not property of either estate and that the trust was in fact the only estate heir.

The Brunsting Trusts

71. Plaintiff Curtis is a beneficiary of an inter vivos trust, not an heir to any estate.

72. Plaintiff Curtis’ beneficial interest is property, not an inheritance or expectancy.

73. The estate has no standing to bring claims against beneficiaries of the trust, alleging trespass against the heir in fact (trust), simply because the alleged trespass occurred during the lifetime of a grantor.

VIII. SUFFICIENCY OF THE PLEADINGS

74. Each of these Defendants will claim that Plaintiffs failed to plead a particular act that implicates them individually without regard for the language of the allegations or federal aiding, abetting and conspiracy laws.

IX. CONCLUSION

75. Plaintiffs have rarely found truth to be well received by those it does not flatter.

76. These Defendants needed 10 extra pages to express their disdain for the descriptive labels given to their probate court activities by the general population, such as "Tomb Raiders" and "Probate Mafia", and to bolster their claims of immunity. Plaintiffs merely adopted the expressions because the shoe fits. The only expression Plaintiff Munson believes he may have coined is "Judicial Black Market" and, quite frankly, if someone has a better explanation for the Gregory Lester/Jill Willard Young Report, in Toto with the rest of this song and dance, Plaintiffs are all ears.

77. A Rule 12 Motion is not a substitute for an answer. Defendants none-the-less use the motion as a vehicle to deny there has been any conspiracy to loot the Brunsting Trusts. If that is true, how did Curtis v Brunsting and the Brunsting trusts completely lose their identity and become the "Estate of Nelva Brunsting" once in the clutches of the probate court?

78. The state probate court could not assume jurisdiction over the Brunsting trusts on April 9, 2013, under any theory, and each of these legal professionals have a duty to know the facts of their cases and the relevant law.

79. Plaintiffs herein respectfully request this Honorable Court take judicial notice of the public record pursuant to Federal Rule of Evidence §201, to wit: Harris County Probate Court No. 4, Case: 412248, 412249, 412249-401, 412249-402 and No. 4:12-cv-00592; Candace

Louise Curtis v. Anita Kay Brunsting; United States District Court for the Southern District of Texas, Houston Division, and the records and pleadings in this action.

80. The record will show that after Carl Brunsting resigned as executor for the "Estates of Elmer and Nelva Brunsting" February 15, 2016, Defendant Bayless filed a number of amendments and supplements to her complaint, but in no event did she change the heading nor did she sever the claims of Carl Brunsting individually from those brought as executor.

81. While the state probate court clearly has jurisdiction over any probate of the Estates of Elmer and Nelva Brunsting, it did not have the authority to take cognizance of the Brunsting trust in the custody of a federal Court.

82. When claims directly relating to the Brunsting trusts are stripped away from the claims filed in the name of the "Estate", nothing remains. The estate inventory (Dkt 41-6) shows only an old car.

83. After examining the March 9, 2016 transcript (Dkt 26-16), and the detail of events in the Addendum (Dkt 26 pgs 4-30), it is difficult for Plaintiffs to perceive how they could have possibly failed to state a RICO claim when the Complaint is based upon the U.S. Attorney's Criminal Procedures Manual and the forms provided therein.

84. It is equally difficult to perceive how these Defendants have inadequate notice of the facts when they are entirely contained in the record of the very proceedings Defendants claim to have been adjudicating.

85. The immunity portion of the Rule 12(b)(1) facial challenge fails at the test of subject matter jurisdiction for the reasons stated above, leaving the conduct itself open to examination.

86. Where does corruption get a pass merely because it is clothed in a costume resembling the judicial branch of lawful government? Such notions of immunity are clearly the equivalent of

a theory that a wolf in sheep's clothing is no longer a wolf. The Sheeple on the battle field called the streets of America are not finding that to ring true.

87. Yes, there is a pandemic of public corruption plaguing America and the root causes are all the same. Munson would be more than happy to detail the various color of law operations of lower level state courts replete with incidents and federal lawsuits currently pending from San Diego to New York with stops in such places as Houston and Ferguson. However, the very narrow issue before this Court is one of probate court corruption and this case deals with only one of many such courts.

Wherefore, Plaintiffs move this Honorable Court for an Order denying the Motion to Dismiss (Dkt 53) filed by Defendants Christine Butts, Clarinda Comstock and Tony Baiamonte, August 7, 2016.

Respectfully submitted October 13, 2016,

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

X. CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on this 13th day of October, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis et al.,	§	
Plaintiffs,	§	
	§	Civil Action NO. 4:16-CV-01969
v.	§	
	§	The Honorable Alfred Bennett
Kunz-Freed et al.,	§	
Defendants	§	

Plaintiffs' Answer to Defendant Steven Mendel's Motions to Dismiss (Dkt 36) Pursuant to Federal Rules of Civil Procedure 12(b)(6)

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I. INTRODUCTION

1. On July 5, 2016, Plaintiffs filed a complaint into the Southern District of Texas individually and as private attorneys general alleging a public corruption conspiracy under the Racketeer Influenced Corrupt Organization Act at 18 U.S.C. §§1961-1968 and the right of claims provided at 18 U.S.C. §1964(c). (Dkt 1)

2. On September 15, 2016, Plaintiffs filed an Addendum of Memorandum (Dkt 26) as a factual supplement incorporated into the RICO complaint by reference in response to Defendants Albert Vacek, Jr. and Candace Kunz-Freed's September 7, 2016 motions to dismiss (Dkt 19 and 20) claiming a want of specific factual allegations and other affirmative defenses.

3. On September 30, 2016, Defendant Steven Mendel filed a Motion to Dismiss under Federal Rule of Civil Procedure 12(b)(6), (Dkt 36).

4. Mr. Mendel's motion also states that it is filed on behalf of Defendant Bradley Featherston. However, Mr. Featherston has refused to accept service and has not filed his waiver.

II. THE ISSUES

A. Defendant Steven Mendel advances the Texas doctrine of attorney immunity;

B. States that he never had an attorney-client relationship with either of the plaintiffs;

C. States that he only served as attorney in the defense of co-trustee Anita Brunsting involving a "*related probate case pending in Harris County Probate Court No. 4, under C.A. No. 412249-401, Estate of Nelva Brunsting, Deceased";*

D. States that the allegations are vague, conclusory and fail to provide him with sufficient notice;

E. That Mr. Mendel is current counsel for Co-Trustee Anita Brunsting;

F. That it is impossible for him and Mr. Featherston to have been involved in a sham mediation because no mediation occurred.

G. Mendel, like Anita and Amy Brunsting, introduces a new appellation for the "extortion instrument" not previously found in any pleadings called a Qualified Beneficiary Trust or "QBT".

III. SUMMARY OF THE ARGUMENT

Jurisdiction

5. Each Defendant's motion to dismiss has thus far argued that the case before the court arises from a "probate matter" involving administration of an estate.

6. Plaintiffs challenge any claim of state court jurisdiction over Brunsting trust related matters. All of these Defendants' claims, including immunity, turn on inquiry into subject matter jurisdiction.

Metamorphosis

7. Plaintiff Candace Louise Curtis began this journey in the Southern District of Texas February 27, 2012 (4:12-cv-592). From there it evolved into a Fifth Circuit Appeal (12-20164) and returned to the Southern District of Texas January 9, 2013 (704 F.3d 406).

8. From there, Defendant Jason Ostrom arranged a remand to Harris County Probate Court No. 4, (first as 412249-402, then as 412249-401). Once in the probate court the Curtis v Brunsting trust litigation was mysteriously transformed into the "Estate of Nelva Brunsting" (Exhibit 1 and Dkt 34-9) and thereafter completely dissolved into the abyss like the docket control order and the scheduled trial that disappeared just as mysteriously.

IV. CURTIS V BRUNSTING SURVIVED THE PROBATE EXCEPTION, IS NOT A PROBATE MATTER AND HAS NOTHING TO DO WITH THE ADMINISTRATION OF ANY ESTATE

9. The Fifth Circuit Court of Appeals in *Curtis v Brunsting 704 F.3d 406*, 409-410, held,

> *No. 12-20164*
>
> *In 1996, Elmer H. and Nelva E. Brunsting, Texas residents, established the Brunsting Family Living Trust ("the Trust") for the benefit of their offspring. At*

> *the time of its creation, the Trust was funded with various assets. Both the will of Mr. Brunsting and the will of Mrs. Brunsting (collectively "the Brunstings' Wills") appear to include pour-over provisions, providing that all property in each estate is devised and bequeathed to the Trust.*
>
> *Elmer H. Brunsting passed away on April 1, 2009, and Nelva E. Brunsting passed away on November 11, 2011. The current dispute arises out of the administration of the Trust.*
>
> *HN6 Assets placed in an inter vivos trust generally avoid probate, since such assets are owned by the trust, not the decedent, and therefore are not part of the decedent's estate. In other words, because the assets in a living or inter vivos trust are not property of the estate at the time of the decedent's death, having been transferred to the trust years before, the trust is not in the custody of the probate court and as such the probate exception is inapplicable to disputes concerning administration of the trust.*
>
> *HN7 Any property held in a revocable living trust is not considered a probate asset. Avoidance of probate perhaps is the most publicized advantage of the revocable living trust. Assets in a living trust are not subject to probate administration*

10. Curtis v Brunsting has been held not to be litigation related to the Estates of Elmer or Nelva Brunsting. Plaintiff Curtis is a beneficiary of inter vivos trusts and not an heir to either Estate, to which "The Trust" is the only heir in fact (Dkt 41-2 and 41-3).

Immunity

11. All immunity defense claims turn on the question of subject matter jurisdiction.

12. Mendel claims he only served as an attorney in the defense of "co-trustee" Anita Brunsting, in litigation involving a "*probate case pending in Harris County Probate Court No. 4, under C.A. No. 412249-401, Estate of Nelva Brunsting, Deceased"* and, thus, claims the protection of the Texas Attorney Immunity Doctrine.

13. While refusing resolution on the merits, these Defendants, in concert, attempted to intimidate Plaintiff Curtis into agreeing to mediate, to avoid rendering unfavorable determinations that would have subjected the Court's want of jurisdiction to scrutiny.

14. The effort to avoid the obvious want of jurisdiction in the probate court, and the deliberate attempts to imposter jurisdiction while avoiding determination on the merits, cannot rationally be denied as is firmly evidenced in the transcript of March 9, 2016. (Dkt 26-16)

15. Defendants portray this conduct as judicial and litigious, but it is neither and the conduct is evidenced by the various, self-authenticating, court records.

16. Defendants have attempted to overturn the federal Fifth Circuit after being on the losing end of a fully litigated federal appellate determination and have since attempted to erase the federal court rulings and the federal injunction, by subterfuge.

17. "The Trust" was inarguably under the in rem jurisdiction of a federal Court when related claims were filed in state courts in Harris County Texas in the name of the Estates of Elmer and Nelva Brunsting. (Dkt 34-5 and 34-7)

18. Mr. Mendel does not provide any exhibits to support his claims and Plaintiffs are unaware of any instance in which Mr. Mendel or anyone associated with his firm filed an appearance, filed a motion or filed a responsive pleading in "Curtis v Brunsting".

19. Defendants can only show they filed motions and pleadings in the "Estate of Nelva Brunsting" and even when cases are consolidated for all purposes they do not lose their separate identities. What happened to Curtis v Brunsting after the remand to state probate court?

"Curtis v Brunsting" vs. "Estate of Nelva Brunsting"

20. There are neither trustees nor beneficiaries involved in any "Estate" litigation and there are neither heirs nor executors nor inheritance expectancies involved in any "trust" related litigation. The alleged co-trustees only exist in the context of "the trust" and, as it relates to the estate, the trust is the only heir in fact.[1]

21. As previously shown (Dkt 41, ln 25) Candace Curtis' breach of fiduciary lawsuit against Anita and Amy Brunsting filed in the federal court on February 27, 2012, involves only the Brunsting trusts Curtis v Brunsting 704 F.3d 406, 409-410 (Dkt 26-17). Defendant Mendel cannot show where he ever responded to a Curtis v Brunsting motion (Dkt, 26-11, 26-14) even though all they ever addressed in the "estate of Nelva Brunsting" pleadings were the money cow trusts (Dkt 26-5, 6, 8, 9, 10, 13, 20).

22. The pleadings filed by Jason Ostrom in the probate court all bear the heading of "Estate of Nelva Brunsting" except notices of the federal pleadings and each of those bears an "Estate of Nelva Brunsting" cover page.

Jurisdiction

23. Because the trust res was under the in rem jurisdiction of a federal court when the estate lawsuit was filed in Harris County Probate 4, none of the Trust related claims were properly placed before that court.

24. As noted, the trust is the only heir to either estate and Carl Brunsting has no individual standing to bring any estate claims other than to challenge the wills, which he did not.

[1] Dkt 41-2 and 41-3 Wills of Elmer and Nelva Brunsting

25. When we strip away Trust related claims from Bayless' "Estate" complaint nothing remains of the estate lawsuit. All of Bayless probate court claims involve the Trust and nothing but the Trust.

26. Even the District Court suit against Freed was filed in a court that could not take cognizance of a res in the custody of the federal Court and although an argument could validly be made against Vacek and Freed in the name of Elmer and Nelva Brunsting's Estates, they would none-the-less need to have been brought in the court having jurisdiction over the res. The question of whether or not the heir-in-fact Trust was the real party in interest and not the Estates would also need to be resolved.

27. A proper consolidation motion would have Curtis v Brunsting at the top in the heading, with the later filed cases each listed separately below that, one atop the other. Defendants instead chose to play the trust buster game of dissolving the distinctions between trust and estate.

28. They claim there was no conspiracy, but how do they explain the inarguable existence of public records evidencing these facts?

29. Want of subject matter jurisdiction in the probate court over any trust related matters strips these defendants of their attorney immunity defense and their conduct is subject to scrutiny in these proceedings, unclothed in the a priori illusion of legitimacy.

Notice and Meaningful Opportunity to Be Heard

30. The cornerstone of Due Process is fundamental fairness. Inherent in the notion of fairness is the right to know the nature and cause of an action, to be apprised of the claims and to have a meaningful opportunity to defend by way of answer or explanation. This is the essence of Rule

12(b)(6). It is not necessary that Defendant understand the law or the elements of a RICO claim, but need only be apprised of the facts that Plaintiff relies upon for their claim.

31. In his Rule 12(b)(6) motion Mendel claims the complaint fails to apprise him of sufficient facts to provide him with notice, while at the same time claiming to act as counsel for opposing litigants with extensive knowledge of contrary facts.

32. It is difficult to conceive of how Mr. Mendel could have insufficient notice of facts when Plaintiffs, in response to motions making similar claims, simply point to public records in the very same actions Mr. Mendel claims to have been involved in as an attorney.

Creative Pleading and Something Called a "QBT"

33. Mr. Mendel's Rule 12(b)(6) Motion, like Anita and Amy Brunsting's, introduces for the first time in any pleadings, in any related action in any court, over a period of nearly five years, introduces something they call a "Qualified Beneficiary Trust" (QBT) allegedly drafted by Defendant Albert Vacek, Jr.

34. Defendants do not provide exhibits in support of this claim of facts and Docket entries 30, 35 and 36 are the only pleadings to be found in any court containing reference to a "QBT".

35. Plaintiffs' RICO complaint defines the "extortion instrument" at Claim number 24 paragraph 133, as *"the heinous 8/25/2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" (hereinafter the "8/25/2010 QBD" or "Extortion Instrument")"*.

36. One of the three versions of the 8/25/2010 QBD was filed by Defendant Anita Brunsting's Counsel Bradley Featherston in the Estate of Nelva Brunsting 412249-401, on

December 8, 2014, and is included in the Addendum to Plaintiffs' RICO complaint with the other versions, Dkt 26-20 at E1349-E1386.

37. Plaintiffs' demand these Defendants produce this "QBT" and certify it for whatever it is they are claiming it to be and, while they are at it, Plaintiffs' demand they produce the 8/25/2010 QBD, the instrument referred to by Defendants Amy, Anita, Brad and Neal, in their joint June 26, 2015 no-evidence motion for partial summary judgment, and qualify it as evidence for whatever they claim it to be as well.

Intimidation with the Extortion Instrument

38. As stated in the Addendum, on June 26, 2015 Defendants Anita and Amy Brunsting, through their attorneys, Bradley Featherston and Neal Spielman, filed a "No-Evidence Motion for Partial Summary Judgment" (DKT 26-5) involving an instrument called "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" or "QBD".

39. Plaintiff Curtis responded by filing an "Answer with Motion and Demand to Produce Evidence" (Dkt 26-11). As the Addendum states, Defendants tried to make good on their "no-contest clause" extortion threats when they filed their Joint No-Evidence Motion for Partial Summary and Declaratory Judgement (Dkt 26-5) and then removed their no-evidence motion from calendar, with their tail between their legs, when Plaintiff Curtis filed her answer and demand to produce the archetype of the instrument. (Dkt 26-11).

40. Suddenly there is no more docket control order, no more dispositive motion hearings and no more trial date, allegedly because of an "emergency Motion" over the "dissemination" of illegal wiretap recordings by Anita Brunsting's counsel Bradley Featherston.

41. Neal Spielman and Stephen Mendel then show up on March 9, 2016 (Dkt 26-16 Transcript) waiving the Gregory Lester/Jill Willard Young report in the air (Dkt 26-9) and talking about how the no contest clause in the illicit QBD instrument had been held to have been validly drafted by Vacek & Freed, (according to the Gospel of Jill Willard and Gregory Lester), and that Plaintiffs Candace Curtis and Carl Brunsting would take nothing if the court were to rule on the no contest clause. It is literally impossible to view any of that as an estate matter.

42. Mr. Mendel was personally present at the September 10, 2015 hearing on Gregory Lester's application for authority to retain Jill Young and was personally present at the March 9, 2016 hearing scheduled as a result of Plaintiff Curtis request to have dispositive motions placed back on the hearing calendar (Dkt 26-15 Request for Hearing).

43. The only thing indisputable in that transcript of hearing (Dkt 26-16) is that every effort was made to pretend the court had jurisdiction, to avoid setting dispositive motions, to avoid producing the extortion instrument and determination on the merits, to avoid joinder of closely related cases, and to attempt intimidation to cause Plaintiff Curtis to think she needed to get out her check book to pay for a mediation to avoid taking nothing under the "no contest clause" of the heinous "QBD" extortion instrument Defendants refuse to produce. (Dkt 26-16)

44. It was Carole Brunsting and not Plaintiff Curtis who cancelled the scheduled mediation (Exhibit 2)

45. The Defendants have had almost five years to produce their precious "QBD" and after having refused or otherwise failed to do so, it has somehow become a "QBT".

46. The United States Attorney's Criminal Resource Manual CRM 2403 defines Extortion by Force, Violence, or Fear as follows:

> *In order to prove a violation of Hobbs Act extortion by the wrongful use of actual or threatened force, violence, or fear, the following questions must be answered affirmatively:*
>
> 1. *Did the defendant induce or attempt to induce the victim to give up property or property rights?*
> 2. *Did the defendant use or attempt to use the victim's reasonable fear of physical injury or economic harm in order to induce the victim's consent to give up property?*

47. Both of these inquiries are answered by the transcript of the March 9, 2016 status conference, set because of Plaintiffs Curtis' request for setting. (Dkt 26-15)

48. Defendants Anita and Amy Brunsting and now Stephen Mendel have all filed motions to dismiss under Rule 12(b)(6), (Dkt 30, 35, 36) claiming they "believe" the instrument referred to as the extortion instrument is some Qualified Beneficiary Trust or "QBT".

Mediation

49. The chronology of events provided in the Addendum to Plaintiffs' complaint (Dkt 26) beginning at Item VIII, ln. 62, pg. 12, shows the sequence of events compelling Plaintiffs to bring claims involving impartial forum, access to the court and other due process, civil rights, fraud and related racketeering claims.

50. As the Complaint makes clear in Claims 16-21, illegal wiretap recordings were disseminated by certified mail (July 2015), among counsel for the parties to the Brunsting related lawsuits, after Defendants filed their June 26, 2015 no evidence motion (Dkt 26-5). There was no perceivable legal relationship between those recordings and any substantive matter then pending.

51. Dissemination of the recordings was none-the-less used as the excuse for suspending the litigation after Defendants had set their no-evidence motion for hearing and after Bayless had set her summary judgment motion for hearing, but were then used as an excuse to remove summary

judgement hearings and trial, without notice, without hearing and without an order, after Plaintiff Curtis filed her Answer and Demand to Produce Evidence (Dkt 26-11).

52. Suddenly, an emergency motion involving dissemination of irrelevant and illegally obtained private telephone communications replaces meritorious resolution of the controversy, and there is no evidentiary support for any scheduling changes in the record.

Wiretap Recordings

53. All three Defendants, Anita, Amy and Mendel offer a completely different version of the facts regarding wiretap recordings from that contained in the Complaint, as verified by the probate court record. As with all of the contrary factual assertions made by these Defendants, they do not provide any form of affidavit or exhibits in support of their claims.

54. Plaintiff Curtis' wiretap brief gives the lie to these claims (Exhibit 3 attached) as does Defendant Anita and Amy Brunsting's reply to Carl Brunsting's Emergency Motion for a Protective Order (Dkt 26-8). The other exhibits in the record relating to the wiretap recordings are Dkt 26-6-Carl Brunstings motion for protective order and, Dkt 26-12- transcript of protective order hearings.

V. DEFENDANT DISPLAYS A PENCHANT FOR ARGUING HIS OWN MISSTATEMENTS

55. Defendant Mendel misstates the Complaint and then makes facially-compelling arguments against the fallacy of his own claims (Dkt 36 Pg. 1, Ln. 1.2):

> *"By way of example and not as a limitation, Mr. Featherston is alleged to have engaged in illegal wiretapping"*

56. Mr. Mendel does not quote any part of the Complaint nor does he reference any particular provisions of the Complaint with specificity. The claims relating to wiretap activity are numbered 16-21. Claims 16-19 specifically allege "manipulation" occurring in February of 2015 regarding four different recording segments, while claims 20 and 21 allege "in Concert Aiding and Abetting: Spoliation, Destruction and/or Concealing Evidence".

57. While Mendel would lead the Court to believe the Complaint alleges Featherston was involved in the recordings themselves, the Complaint makes no such claim and no such claim is necessary to a claim of aiding and abetting.

58. The act of placing those recordings in the U.S. Mail amounts to participation, as those recordings were used in a conspiracy to deprive Plaintiff Curtis of the honest services of a court.

59. The RICO allegations include statements such as that contained in claim 21 at paragraph 129:

> *Implicit in the assertion the recordings were relevant and the content admissible, Defendants claimed to possess personal knowledge that: "(1) the recording device was capable of recording the events offered in evidence; (2) the operator was competent to operate the device; (3) the recording is authentic and correct; (4) changes, additions, or deletions have not been made in the recording; (5) the recording has been preserved in a manner that is shown to the court; (6) the speakers on the tape are identified; and (7) the conversation elicited was made voluntarily and in good faith, without any kind of inducement."*

60. Mendel however, at paragraph 1.2, refers to such statements as vague, speculative, and conclusory and based upon inference, which more accurately describes the motion to dismiss than the complaint.

61. Another example of Mendel's proclivity for arguing his own misstatements is paragraph 127 as follows:

> *On or about July 1, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, for the purpose of executing or attempting to execute the scheme and artifice to defraud and deprive, Defendants Anita Brunsting and Bradley Featherston, aided and abetted by persons known and unknown to Plaintiffs and aiding and abetting persons known and unknown to Plaintiffs, did unlawfully, willfully and knowingly cause illegal wiretap recordings of private telephone conversations between Carl Brunsting and his wife Drina Brunsting, to be delivered by certified mail to Plaintiff Curtis and the third party attorneys for parties in multiple pending lawsuits, in violation of 18 U.S.C. §2511(1)(c) and Texas Penal Code 16.02. The illegal wiretap recordings selectively disseminated on CD-ROM, are believed to have been made on or about March and April 2011. The CD contained items which were Bates numbered 5814 to 5840. Included among those items were the following four audio recordings:*[2]

62. One is curious to know where Mendel gets the notion Featherston is "*alleged to have engaged in illegal wiretapping"*? Dissemination of illegally obtained wiretap recordings violates the wiretap laws, and is the actual participation Mr. Featherston is accused of.

The Estate of Nelva Brunsting

63. As has been shown, the Fifth Circuit (Dkt 34-4) distinguished between the Brunsting Trust litigation and any prospective probate of the Estates of Elmer or Nelva Brunsting, using the same information available to the probate court, "the Wills of Elmer and Nelva Brunsting" (Dkt 41-2 and 41-3) and in their analysis the Fifth Circuit determined that Brunsting trust assets were not property of either estate and that the trust was in fact the only estate heir.

The Brunsting Trusts

64. Plaintiff Curtis is a beneficiary of an inter vivos trust, not an heir to any estate.

65. Plaintiff Curtis' beneficial interest is property, not an inheritance or expectancy.

66. The estate has no standing to bring claims against beneficiaries of the trust, alleging trespass against the heir in fact (trust), simply because the alleged trespass occurred during the

[2] Excerpted from Carl Brunstings Motion for Protective Order filed July 17, 2015.

lifetime of a grantor. The trust was also in the custody of the federal Court when all of the state court actions were filed.

VI. STANDARD OF REVIEW

67. Rule 12(b)(1) permits the dismissal of an action for the lack of subject matter jurisdiction. Fed. R. Civ. P. 12(b)(1). "If [a federal] court determines at any time that it lacks subject-matter jurisdiction, [it] must dismiss the action." Fed. R. Civ. P. 12(h)(3); *see also Berkshire Fashions, Inc. v. M V. Hakusan II,* 954 F.2d 874, 880 n.3 (3rd Cir.1992) (citing *Rubin v. Buckman,* 727 F.2d 71, 72 (3d Cir. 1984)) (reasoning that "[t]he distinction between a Rule 12(h)(3) motion and a Rule 12(b)(1) motion is simply that the former may be asserted at any time and need not be responsive to any pleading of the other party.") Since federal courts are considered courts of limited jurisdiction, absent jurisdiction conferred by statute, they lack the power to adjudicate claims. *See, e.g., Stockman v. Fed Election Comm'n,* 138 F.3d 144, 151 (5th Cir. 1998) (citing *Veldhoen v. United States Coast Guard,* 35 F.3d 222, 225 (5th Cir. 1994). Therefore, the party seeking to invoke the jurisdiction of a federal court carries "the burden of proving subject matter jurisdiction by a preponderance of the evidence." *Vantage Trailers, Inc. v. Beall Corp.,* 567 F.3d 745, 748 (5th Cir. 2009) (citing *New Orleans & Gulf Coast Ry. Co. v. Barrois,* 533 F.3d 321, 327 (5th Cir. 2008); *see also Stockman,* 138 F.3d at 151.

68. In this case, jurisdiction is challenged under both Rule 12(b)(1), and the lack of sufficient factual allegations under Rule 12(b)(6). Federal Rule of Civil Procedure 12(b)(6) authorizes a defendant to move to dismiss for "failure to state a claim upon which relief may be granted." Fed. R. Civ. P. 12(b)(6). Under the demanding strictures of a Rule 12(b)(6) motion, "[t]he plaintiff's complaint is to be construed in a light most favorable to the plaintiff, and the

allegations contained therein are to be taken as true." *Oppenheimer v. Prudential Sec., Inc.,* 94 F.3d 189, 194 (5th Cir. 1996) (citing *Mitchell v. McBryde,* 944 F.2d 229, 230 (5th Cir. 1991)). Dismissal is appropriate only if, the "[f]actual allegations [are not] enough to raise a right to relief above the speculative level, on the assumption that all the allegations in the complaint are true (even if doubtful in fact)." *Bell Atl. Corp. v. Twombly,* 550 U.S. 544, 555, 127 S. Ct. 1955, 1965, 167 L.Ed.2d 929 (2007).

69. In light of Federal Rule of Civil Procedure 8(a)(2), "[s]pecific facts are not necessary; the [factual allegations] need only 'give the defendant fair notice of what the ... claim is and the grounds upon which it rests." *Erickson v. Pardus,* 551 U.S. 89, 93, 127 S. Ct. 2197, 2200, 167 L.Ed.2d 1081 (2007) (per curiam) (quoting *Twombly,* 550 U.S. at 555, 127 S.Ct. at 1964. Evenso, "a plaintiffs obligation to provide the 'grounds' of his 'entitle[ment] to relief requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." *Twombly,* 550 U.S. at 555, 127 S. Ct. at 1964- 65 (citing *Papasan v. Allain,* 478 U.S. 265, 286, 106 S. Ct. 2932, 92 L.Ed.2d 209 (1986).

70. Therefore, "[t]o survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.' " Ashcroft v. Iqbal, 556 U.S. 662, 678, 129 S. Ct. 1937, 1949, 173 L. Ed.2d 868 (2009) (quoting Twombly, 550 U.S. at 570, 127 S. Ct. at 1974). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Ashcroft, 556 U.S. at 678 (citing Twombly, 550 U.S. at 556, 127 S. Ct. at 1955). "But where the well-pleaded facts do not permit the court to infer more than the mere

possibility of misconduct, the complaint has to alleged-but it does not have to 'show -'that the pleader is entitled to relief.'" Ashcroft, 556 U.S. at 679 (quoting Fed. R. Civ. P. 8(a)(2)).

71. Nevertheless, when considering a 12(b)(6) motion to dismiss, the Court's task is limited to deciding whether the plaintiff is entitled to offer evidence in support of his or her claims, not whether the plaintiff will eventually prevail. Twombly, 550 U.S. at 563, 1969 n.8 (citing Scheuer v. Rhodes, 416 U.S. 232, 236, 94 S. Ct. 1683, 40 L. Ed.2d 90 (1974)); see also Jones v. Greninger, 188 F.3d 322,324 (5th Cir. 1999).

VII. CONCLUSION

72. The Honorable Kenneth Hoyt stated at the injunction hearing April 9, 2013 that all that was needed to wrap the trust litigation up was to distribute the assets, and he was correct.

73. Defendants Anita and Amy Brunsting refuse to horror any of the duties of the office while their attorneys use the 8/25/2010 QBD to threaten Plaintiff Curtis and her disabled brother Carl Brunsting with loss of property rights for bringing action to protect those rights and compel specific performance. Each of these Defendant attorneys fully intended to line their own pockets with filthy lucre at the expense of Plaintiff Curtis, her sister Carole, and her disabled brother Carl.

74. Probably the most alarming aspect of all this is that in a situation where the probate court actually had jurisdiction the exact conduct complained of here would all too often be granted Judicial and Texas Attorney Immunity without resort to the canons to consider whether such conduct is in fact judicial or litigious.

Wherefore, Plaintiffs move this Honorable Court for an Order denying the Motion to Dismiss (Dkt 36) filed by Defendant Stephen Mendel, September 30, 2016.

Respectfully submitted October 14, 2016,

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on this 13th day of October, 14 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Rik W. Munson
Rik W. Munson

The purpose for creating an inter vivos trust is to keep attorneys from stealing assets under the usual probate charade. These attorneys with the blessings of the Probate Court have tried to erase those distinctions hoping to convert assets of the trust into assets involved in a controversy over the administration of an estate.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis et al.,	§	
Plaintiffs,	§	
	§	Civil Action NO. 4:16-CV-01969
v.	§	
	§	The Honorable Alfred Bennett
Kunz-Freed et al.,	§	
Defendants	§	

PLAINTIFFS' ANSWER TO DEFENDANT JILL WILLARD YOUNG, ALBERT VACEK JR, CANDACE KUNZ-FREED, CHRISTINE BUTTS, CLARINDA COMSTOCK AND TONY BAIAMONTES' MOTIONS TO STRIKE

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I. Introduction

1. On July 5, 2016, Plaintiffs filed a complaint into the Southern District of Texas, individually and as private attorneys general, alleging a public corruption conspiracy under the Racketeer Influenced Corrupt Organization Act at 18 U.S.C. §§1961-1968 and the right of claims provided at 18 U.S.C. §1964(c). (Dkt 1)

2. On September 14, 2016, Defendant Jill Willard Young filed a Motion to Dismiss under Federal Rule of Civil Procedure 12(b)(6). (Dkt 25)

3. On September 15, 2016, Plaintiffs filed an Addendum of Memorandum (Dkt 26) as a factual supplement to the RICO complaint. (Dkt 1).

4. On October 3, 2016 Defendant Jill Willard Young filed a Motion to Strike (Dkt 38) the Addendum to Plaintiffs' Complaint (Dkt 26).

5. On October 4, 2016 Defendants Albert Vacek, Jr. and Candace Kunz-Freed (Hereafter V&F) filed a Memorandum (Dkt 42) joining in Defendant Jill Willard Young's Motion to Strike the Addendum to Plaintiffs' Complaint.

6. On October 14, 2016 Defendants Christine Butts, Clarinda Comstock and Tony Baiamonte filed a Motion to Strike the Addendum to Plaintiffs' Complaint (Dkt 60).

II. The Issues Presented

7. In this Motion Defendant Jill Willard Young claims:

a. The Addendum has no legal effect;

b. The "Addendum" does not change the merits of Ms. Young's Motion to Dismiss;

c. Plaintiffs' Addendum, like the Complaint, is too implausible to state a valid claim for relief;

d. Plaintiffs' Addendum fails to state facts sufficient to assert a RICO claim against Ms. Young;

e. Plaintiffs' Addendum cannot avoid the Texas Attorney Immunity Doctrine.

III. Plaintiffs' Reply to Motions to Strike

8. Federal Rule of Civil procedure 12(f) allows the Court to strike a pleading that is redundant, immaterial, impertinent, or contains scandalous matter.

9. Plaintiff's Addendum was properly filed as an appendage to the original complaint within twenty-one days of the filing of motions requiring a reply, as authorized by Federal Rule of Civil Procedure 15(a)(1).

10. The Addendum contains a short description of the chronology of the probate docket and copies of: unresolved motions from the probate court record, the preliminary federal injunction, motions and pleadings from the federal court, A Fifth Circuit opinion in this case, and transcripts of hearings. Every paragraph is numbered and every exhibit is labeled and paginated.

11. Defendants' challenge to Plaintiffs' Addendum are based entirely upon semantics and a desire to superimpose Defendants preferred definitions of the instrument over the declarations

provided by the instrument's authors. That definition is provided by the instrument itself (Dkt 26) at page one lines 4-6 as follows:

> *4. Plaintiffs, in response to these challenges, herein incorporate by reference the attached Motions as Memorandums of Points and Authorities in support of the above-referenced complaint, as if those motions had been fully set forth within the original complaint.*
>
> *5. The following motions are presented as Memorandums, to supplement the Rule 8(a) sufficient complaint.*
>
> *6. Plaintiffs hereby incorporate these motions as memorandums under authority of Federal Rule 15(a), for the purpose of satisfying the heightened factual pleading standards of Rule 9(b).*

12. Line four of the Addendum tells us that the Addendum is incorporated into the Complaint by reference as if fully expressed therein. This expression satisfies the "adoption" provisions of Federal Rule of Civil Procedure 10(c), which reads as follows:

> *c) Adoption by Reference; Exhibits. A statement in a pleading may be adopted by reference elsewhere in the same pleading or in any other pleading or motion. A copy of a written instrument that is an exhibit to a pleading is a part of the pleading for all purposes.*

13. By definition, an "Addendum" is a thing to be added. To the extent that it is added it is an amendment authorized by Rule 15(a)(1) and, by its own language, it is an appendage that incorporates but does not alter the portions of the Complaint that precede it.

14. Federal Rule of Civil Procedure 10 governs the "form of pleadings." The Rule seeks to provide a standardized and "easy mode" of pleadings, to facilitate notice to an opposing party, judicial review of the sufficiency of the pleadings, and efficient case management. *See, e.g. Stanard v. Nygren*, 658 F.3d 792, 797 (7th Cir. 2011);

15. Federal Rule of Civil Procedure 10(b) requires paragraphs to be numbered. Defendant's Motions to Strike, is an improper attempt to continue to argue the Federal Rule of Civil

Procedure 12(b) motions already filed and answered, contains redundant, immaterial, impertinent, and scandalous allegations without a single specific reference to any numbered paragraph or exhibit, does not contain numbered paragraphs, violates Rule 12(f) and fails to comport to the pleading requisites of Federal Rule of civil Procedure 10(b).

16. The Addendum is an adopted public record, contains a motion pending in a related case, and exhibits public record pleadings from matters in the various courts that are relevant, on point, and which Plaintiffs continually refer to in answers to Defendants Rule 12 motions to dismiss.

17. These Defendants claim they participated in those proceedings in a capacity that affords them some form of immunity from civil suit.

18. Defendants' Motions to strike do not challenge the 22 exhibits attached to the Addendum as not being what the Addendum claims, but simply seek to argue their own interpretation. There are also exhibits attached to the motions and thus subsumed within the Docket 26 exhibits themselves.

19. First Defendants claim the Complaint lacks sufficient factual matter to provide adequate notice of the claims and then, when facts are added to the Complaint by way of supplement, Defendants complain and proceed to rehash their Rule 12(b) arguments under the pretext of a Rule 12(f) motion to strike.

20. The probate court Defendants have adequate notice and the record will also show that in their pleadings V&F quoted from pleadings in the probate court and responded to pleadings in that Court (Exhibit 1) as non-parties and are also fully apprised of the facts upon which the RICO complaint relies.

IV. Docket Entry Twenty-Six

21. Docket 26, pages 3-26 provides a chronology of specific docket events supported by exhibits, including transcripts, motions and pleadings.

22. The Addendum of Memorandum which Defendants seek to attack tells the story of these Defendants' efforts to game the judicial process and contains only public records exhibits from the actions these Defendants claim to have been involved in.

23. Every one of Plaintiffs' replies to Defendants' Rule 12 Motions (Dkt 33, 34, 41, 45, 57 and 62), have shown the relevance of the Addendum by constant reference to Docket entry 26.

V. Defendants claim the Addendum has no legal effect

24. This is not a Rule 12(f) related argument. The Addendum adds detail to the Complaint's factual allegations.

25. The Addendum of Memorandum includes a Motion for Vacatur of the void remand order that directly addresses the Defendants' claims of immunity.

26. Jurisdiction is a foundational issue which must be addressed before any other question, and the proper court to vacate a void order or judgment is the court that entered it.

27. Thus, for all intents and purposes, the Addendum also acts as a form of estoppel in this Court, as it raises a foundational issue that must be resolved before all others.

VI. The "Addendum" does not change the merits of Ms. Young's Motion to Dismiss

28. This is a Rule 12(b) and not a Rule 12(f) related argument.

29. Ms. Young's motion to dismiss alleges Plaintiffs failed to plead adequate facts to place her on notice of the claims against her. Ms. Young's motion contained only one exhibit.

30. In response, Plaintiffs merely attached exhibits from the public record with explanations of the significance of each of those exhibits in relation to Ms. Young's "participation".

31. In Ms. Young's Rule 12(b)(6) Motion she included as an exhibit only the Order appointing Gregory Lester. She did not exhibit her application for Gregory Lester's authority to retain her firm, she did not exhibit the order granting Gregory Lester authority to retain Jill Young and she did not include the report she "assisted" Gregory Lester in producing.

32. Thus, while claiming lack of notice as to her part in the charade, she fails to exhibit what does connect her and asks this Court to strike what is, in essence, a public record.

VII. Plaintiffs' Addendum is too implausible to state a valid claim for relief

33. This appears to be a Rule 12(f) argument that the Addendum is immaterial.

34. These Defendants appear to like using words without comprehending what they actually mean. The 28-page Motion for Vacatur contains a statement of chronology supported with reference to the public record and contains excerpts from a March 9, 2016 hearing, supported by an official transcript also attached as an exhibit. The list of exhibits can be found at page 31.

35. Plaintiffs' answers to Defendants' Rule 12 Motions exhibit documents and records these Defendants had a duty to be familiar with and cannot claim ignorance of.

36. Basically the Defendants are asking the Court to strike the facts contained in the public record, placed before it in the form of an Addendum of Memorandum, and to look elsewhere for the same information under a lengthy request for judicial notice of external records containing the same exhibits, allegedly for the "convenience of the Court".

37. Defendants do not challenge the Addendum's exhibits as not being what they are represented to be, but instead claim the Addendum is vague, implausible and fails to raise a RICO claim.

38. Ultimately, Defendants ask the Court to strike fact and listen to "We Say" while viewing the Addendum in a vacuum where the Complaint is considered a separate instrument when in fact they combine to make one Complaint under Rules 10(c) and 15(a)(1).

39. What the 27-page Addendum tells the reader is that Plaintiff Curtis could not get an evidentiary hearing set in state court while being bullied with a false instrument in order to coerce an agreement for illicit reasons.

VIII. Plaintiffs' Addendum Cannot Avoid Texas's Attorney Immunity Doctrine

40. This is not a proper subject for a motion to strike and is an improper attempt to continue arguing the previous Rule 12(b)(1) motions already filed and answered.

41. Defendants' Texas Attorney Immunity claims fail at the threshold question of probate court jurisdiction. Prevailing on a claim that the probate court could assume jurisdiction over the Brunsting trusts in this case, would require reversing a unanimous Fifth Circuit Court of Appeals Opinion in the base case and the Supreme Court opinion the Circuit Court relied upon for their decision.

42. Defendants perpetually seek to avoid the unanimous opinion of the Fifth Circuit Court of Appeals in this case, that no court can take jurisdiction over a res in the custody of another court.

43. The fact that a federal Court issued an injunction regarding the Brunsting trusts the very day probate claims were filed, effectively disposes of any argument that the probate Court could assume subject matter jurisdiction over the Brunsting Trusts.

44. Where there is no subject matter jurisdiction there is no court and no judge and where there is no judge and no court there is no litigation. Judgements entered without or in excess of jurisdiction are nullities, subject to vacatur under both direct and collateral attack. Neither doctrine of laches nor statutes of limitations apply to judgments void for want of jurisdiction and

the very question is so fundamental that it does not come under the "Not Pressed Not Passed Upon Below Rule" and can even be raised for the first time on appeal.

45. The jurisdiction issue is pivotal. None of the motions in this RICO suit can be properly resolved without addressing the want of jurisdiction in the probate court.

46. Unless Defendants overcome centuries of precedent and the Fifth Circuit Opinion "in this case", Defendants' immunity claims fail on Plaintiffs' challenge to probate court jurisdiction over any Brunsting trust related matter.

47. All of these attorneys argue that they have been involved as attorneys in "Estate litigation" yet all the "Estate" pleadings ever mention is the trust and some of these Defendants claim to represent co-trustees, while they all claim to be involved in a probate case. This question was resolved in Plaintiff Curtis favor by the Fifth Circuit Court of Appeals and the entire notion of probate jurisdiction over the Brunsting trusts is fraud.

48. When all claims related to the Brunsting Trusts are removed from Bayless Probate Court Petition and the Gregory Lester, Jill Willard Young "Report" on the efficacy of the estate claims, nothing remains of either.

IX. Memorandum

Federal Rule of Civil Procedure Rule 15: Amended and Supplemental Pleadings

49. Rule 15 allows a party to amend its pleading after it has been filed with the court. In keeping with the flexibility of the federal rules, Rule 15 is generous. The policy is that by allowing the parties to "fix" their pleadings as they go along, the merits of the case will more readily be resolved. The parties will not waste precious time and resources squabbling over the mechanics of amending their pleadings. However, Rule 15's flexibility must also be balanced with fairness concerns for the opposing party. The need to amend generally arises when a party

has made an inadvertent omission or mistake in its pleading. In that case, if the party realizes its mistake fairly quickly, the amendment will generally be allowed under the rule. But, a party may also learn of new information and want to amend its pleading to add a new party or claim accordingly. Whether an amendment is allowed in that situation often turns on whether the statute of limitations for the underlying action has run. If it has, the rule requires more complex analysis to determine whether the amendment will be allowed. If it is, the new pleading will "relate back" to the original date of filing.

50. Rule 15 has four main sections. The first section, 15(a) sets out when and how a party can amend its pleading before trial; The second section, 15(b) allows the parties to amend the pleadings during and after trial; The third section, 15(c) prescribes when a party can amend to add a new claim or party even after the statute of limitations has run; Finally, the fourth section, 15(d) explains when a party can add claims that arise out of an event that occurred after the original pleading was filed.

51. Federal Rule 15(a)(1) allows a party to amend its pleading within 21 days after a responsive pleading requiring a reply and Rule 12(b) motions are just such motions. Not only was the Addendum filed as a Rule 15(a)(1) "Addendum", the RICO complaint itself is little more than a Rule 15(d) amendment to the original petition filed in 4:12-cv-592.

52. Defendants' Motion to Strike is an improper attempt at a second Rule 12(b) Motion to Dismiss. In her first such motion, (Dkt 25) Ms. Young admits to participation in the production of the Gregory Lester "Report of Temporary Administrator", but denies that the "report" is part of any conspiracy targeting the Brunsting Trusts under the pretext of estate litigation.

53. Defendant Jill Young asserted on the first page of her unnumbered Rule 12 motion (Dkt 25),

> *In reality, their Complaint is a bizarre, conspiracy-theory-laden attempt to seek revenge for being on the losing end of trust and estate determinations that have already been fully litigated in Texas state court.*

54. Defendant Young did not support her claim with an exhibit or with specific reference to any state court determinations and none of the Defendants can point to such an event. Thus, while making knowingly disingenuous claims, Defendants seek to avoid the facts in the record.

X. In the Custody of a Federal Court

55. Plaintiff Candace Curtis and Plaintiff Munson are cohabitant partners. Plaintiff Candace Curtis filed her original petition in the TXSD February 27, 2012 (4:12-cv-592). That Petition was dismissed under the Probate Exception to federal Diversity Jurisdiction. The Fifth Circuit Court of appeals reversed and remanded back to TXSD on January 9, 2013[1]. The Brunsting trusts are not an asset of either "Estate" and are not subject to probate administration.

56. The Harris County District Court suit was filed January 29, 2013, raising only issues relating to the Trust then in the custody of the federal Court.

57. The state probate court suit was filed April 9, 2013, raising only issues relating to the Brunsting Trust, then in the custody of the federal Court, which is the same day Plaintiff Curtis obtained a federal injunction regarding the same Trust.

58. The probate suit raises no issues other than trust issues. Munson ended up in the hospital in a coma and Plaintiff Candace Curtis retained the assistance of a Houston attorney, Jason Ostrom, who had the federal case remanded to the probate court with no opposition from Defendants' counsel.

[1] Curtis v Brunsting 704 F.3d 406

XI. Reality Check

59. Anita Brunsting, with her silent partner Amy Brunsting, plotted and planned to steal the family trust. If not for Anita's over exuberant efforts none of the lawsuits would have been necessary. However, Anita Brunsting would have had to find another way except for the excellent assistance of Candace Kunz-Freed.

60. Candace Kunz-Freed had a fiduciary duty to Nelva Brunsting and if Nelva had asked for improper trust changes Freed had an obligation to inform Nelva that the changes she requested were not authorized under the law of the trust. There is no evidence Nelva requested those changes, but there is plenty of evidence that Anita did.

61. Without the illicit papers drafted by Candace Freed, Anita Brunsting would not have had the ability to run amok and none of the injuries and none of the litigation would have been possible.

62. If Defendant Bobbie Bayless had honorable intentions she would have filed Carl's Joinder as a beneficiary of the Trusts and that would have polluted diversity, causing a remand to the Harris County District Court where Plaintiff Curtis' suit would appear as the lead case on the Title Page. Instead Bayless filed two state court lawsuits in the name of the Estates of Elmer and Nelva Brunsting, raising only issues relating to the Trust in the custody of a federal court. If not for the illicit meddling of Bobbie Bayless and her sham state court litigation, all trust related litigation would have been resolved and everyone would have their property and gone on with their lives.

63. If Jason Ostrom had honorable intentions he would have moved for summary and declaratory judgment in the federal Court, but instead chose to facilitate a remand to a state probate court with no subject matter jurisdiction.

64. Once in probate court Ostrom immediately abandoned the Curtis v Brunsting litigation and began filing papers under the heading "Estate of Nelva Brunsting" asking for distributions from the trust to pay his "fees" while knowing full well the estate does not own any trust assets.

65. If not for Jason Ostrom's attempt to participate in Bayless' sham litigation, this case would have been resolved long ago.

66. The state probate Court had a duty to look to jurisdiction and the first place one looks for probate jurisdiction is in the Will of the Testator. The state Probate Court in looking to the Wills would have seen that the only heir in fact to either Estate is "the trust" and not being property of an "Estate" the Probate Court had a duty to dismiss trust related claims for want of jurisdiction.

67. When the remand was received by the state court the Order included reference to the federal injunction in place and all of the Defendants were aware of that injunction. The Notice of Injunction and Report of Master should have made it abundantly clear the probate court was without the jurisdiction to take cognizance of a trust in the custody of a federal court, on the very day a federal injunction was issued. Unfortunately all these Defendants were looking at was the money cow and like business as usual, were not really looking at the case with any other eyes.

68. What else would explain the absolute refusal of the probate court to set any evidentiary hearings and refusal to enter any orders at all?

69. This effort to coerce and intimidate Plaintiff Curtis with a fraudulent no contest clause threat to property interests on March 9, 2016, was an obvious effort to avoid the complete absence of jurisdiction.

70.

XII. Conclusion

71. Defendants reargue their claims of want of adequate notice, failure to state a claim, and challenge TO federal subject matter jurisdiction relying upon the various claims of immunity. None of these are Rule 12(f) arguments and while using noise words to condemn the Complaint (Dkt 1) and the Addendum (Dkt 26), Defendants to cite no paragraph numbers or exhibit numbers and refuse to number their pleadings to allow Plaintiffs to adequately and properly reply.

72. Defendants claim to have been involved in the very proceedings that Plaintiffs cite to as evidence in support of their claims, and Defendants, while claiming ignorance of facts, ask the Court to strike what is, in effect, the public record, containing the very facts they claim lack of notice of.

73. The Addendum of Memorandum is a proper supplement to the Complaint authorized by Federal Rule of Civil Procedure 15(a)(1) and 10(c) and Defendants' arguments are a non sequitur.

Wherefore, Plaintiffs respectfully move this Honorable Court for an Order denying Defendants' Motions to Strike (Dkt 38, 42, and 60).

Respectfully submitted, October 18, 2016

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on this 18th day of October, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Candace L. Curtis

Candace L. Curtis

/s/ Rik W. Munson

Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	
v	§	Civil Action No. 4:16-cv-01969
	§	
Kunz-Freed, et al	§	
Defendants	§	

ORDER

Upon due consideration, Defendants' Rule 12(f) Motions to Strike, filed on October 3,, 2016, by Defendant Jill Willard Young (Dkt 38), October 4, 2016, by Defendants Albert Vacek Jr. & Candace Kunz-Freed (Dkt 42) and the Motion to Strike filed by Defendants Christine Butts, Clarinda Comstock and Tony Baiamonte (Dkt 60) October 14, 2016, should be Denied.

It is SO ORDERED

_____ _____

Date

The Honorable Alfred H Bennet
United Stated District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-CV-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

PLAINTIFFS' ANSWER TO DEFENDANT NEAL SPIELMAN'S MOTIONS TO DISMISS PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE 12(b)(1), 12(b)(6) AND 9(b)

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I. INTRODUCTION

1. Before the Court are motions to dismiss filed by Defendant Neal Spielman. Docket entry 39 is a Rule 12(b)(6) Motion and docket entry 40 is a Rule 12(b)(1) Motion.

2. Plaintiffs incorporate and adopt by this reference the Complaint (Dkt 1 and 26), the previously filed Rule 12 Motions, Dkts 19, 20, 23, 25, 30, 35, 36, 38 and 53 and Plaintiffs' replies thereto, Dkt 33, 34, 41, 45, 62, 57 and 65, as if fully restated herein.

3. Plaintiffs further request this Honorable Court take judicial notice of the following related public records:

a. Curtis v Brunsting C.A. 4:12-cv-592 TXSD 2/27/2012

b. Carl Henry Brunsting Executor for the Estates of Elmer and Nelva Brunsting v. Candace Freed & Vacek & Freed, Harris Co. District Court CA No. 2013-05455;

c. Carl Henry Brunsting Executor for the Estates of Elmer and Nelva Brunsting CA No, 2012-14538 164TH Judicial District Court of Harris County, Texas;

d. Carl Henry Brunsting Individually and as Executor for the Estates of Elmer and Nelva Brunsting, Harris Co. Probate No. 4 CA No 412248, 412249, 412249-401, 412249-402

II. CHRONOLOGICAL HISTORY

4. Plaintiffs incorporate by reference the "Standards of Review", "Contextual Summary", "History of the Controversy", and "History of the Litigation" (Dkt 33 sections I, II, III and IV) from Plaintiffs' response to Motions to Dismiss by Defendants Vacek & Freed, (Dkt 19 & 20) as if fully restated herein. In short:

5. Curtis v Brunsting 4:12-cv-0592 was filed in the United States District Court for the Southern District of Texas on February 27, 2012 under diversity jurisdiction, was dismissed under the "Probate Exception" to federal diversity jurisdiction March 8, 2012 and went to the Fifth Circuit for review.

6. The Fifth Circuit held that Curtis v Brunsting 4:12-cv-0592 is a lawsuit related only to the Brunsting inter vivos trusts, not property of any estate but the heir in fact, and does not come within the purview of the probate exception to federal diversity jurisdiction, *Curtis v Brunsting* 710 F.3d 406 (Jan 2013).

7. A remand to Harris County Probate Court No. 4 was facilitated by Defendant Jason Ostrom and Plaintiff Curtis now returns the matter to the federal Court with a separate complaint.

III. ISSUES RAISED

Defendant argues:

A. Plaintiffs are involved in a bitterly contested "Probate Matter" involving a dispute between the Brunsting siblings over the administration of their late parents' estate. (Dkt 39 & 40 Pages 1 unnumbered paragraphs 2);

B. Plaintiffs' claims are incomprehensible conspiracy theories;

C. Plaintiff is avoiding a court ordered mediation;

D. Plaintiffs' claims are barred by Attorney Immunity;

E. Plaintiffs fail to plead particular acts of fraud;

F. Plaintiffs fail to plead particular conduct of the Defendant;

G. Plaintiffs lack Privity with Defendant;

H. Plaintiffs lack proper standing;

IV. PLAINTIFF'S REPLY

The Probate Matter

8. Defendant Spielman begins both motions with an identical summary in which he states:

> *"This case stems from "conspiracy" claims and other allegations against lawyers, judges, and court personnel involved in a bitterly contested probate matter in Harris County Probate Court No. 4. The Plaintiffs "claims," which are nearly incomprehensible…"*

9. In his BACKGROUND section he states:

> *"Plaintiffs' suit arises from a case pending in Harris County Probate Court Number 4, Cause No. 412.249-401, Carl Henry Brunsting et al. v. Anita Kay Brunsting, et al., ("the Probate Matter"). The Probate Matter involves a dispute between the Brunsting siblings over the administration over their late parents' estate".*

10. Given that both motions are built entirely upon this erroneous factual ground it is unnecessary to address the supporting authorities.

11. The record will show the case before the Court involves claims against Defendants in their individual capacities, arises out of a probate court, and does not arise from a controversy over the administration of any "estate".

12. These matters were res judicata before any state court actions were even filed.[1]

13. Claims were first filed in Harris County Probate No. 4 April 9, 2013, the same day a federal judge issued an injunction against Anita and Amy Brunsting to preserve and prevent wasting of assets of the Brunsting trusts then in the custody of a federal court. (Dkt 26-2, 26-7, 33-5, 34-6)

14. The claims filed in Harris County courts by Defendant Bayless were filed on January 29, 2013 and April 9, 2013. The Harris County District Court suit No. 2013-05455 is styled:

[1] Curtis v Brunsting 704 F.3d 406

> *"CARL HENRY BRUNSTING, INDEPENDENT EXECUTOR OF THE ESTATES OF ELMER H. BRUNSTING AND NELVA E.BRUNSTING"*

15. Like Defendant Bayless, (Dkt 23) Defendant Spielman states in the opening sentence of his Rule 12(b)(1) motion that the "Probate Matter" is styled "*Carl Henry Brunsting et al. v. Anita Kay Brunsting, et al.," ("the Probate Matter").* The Harris County Probate suit (412249-401) is actually styled as Docket entry 34 Exhibits 5 and 7 show:

> *CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting"*

16. It is important to note that federal Plaintiff Candace Louise Curtis is named a "Nominal Defendant" in Bayless, exclusively trust related Probate Court suit, filed on the same day Plaintiff Curtis obtained a protective Order in the federal Court regarding the same Trust.

17. Both state court petitions raise only issues related to the Brunsting trusts and both state court actions were filed while the Brunsting trust res was in the custody of a federal court.

18. The Fifth Circuit noted that the wills of both decedents (Dkt 41-3 and 41-4), bequeathed everything to one heir and that the only heir in fact to either estate was "the trust".

The Trust Matter

> *Curtis v. Brunsting*
>
> *United States Court of Appeals for the Fifth Circuit*
>
> *January 9, 2013, Filed No. 12-20164*
>
> *Reporter*
>
> *704 F.3d 406; 2013 U.S. App. LEXIS 524; 2013 WL 104918*
>
> *Procedural Posture*
>
> *Plaintiff, the beneficiary of a trust, sued defendant co-trustees of the trust, for breach of fiduciary duty, extrinsic fraud, constructive fraud, and intentional infliction of emotional distress. The United States District Court for the Southern District of Texas dismissed the case for lack of subject matter jurisdiction, concluding that the case fell within the probate exception to federal diversity jurisdiction. The beneficiary appealed.*
>
> *Overview*

> *The court found that the case was outside the scope of the probate exception under the first step of the inquiry because the trust was not property within the custody of the probate court. Because the assets in a living or inter vivos trust were not property of the estate at the time of decedent's death, having been transferred to the trust years before, the trust was not in the custody of the probate court and as such the probate exception was inapplicable to disputes concerning administration of the trust. The record also indicated that there would be no probate of the trust's assets upon the death of the surviving spouse. Finding no evidence that the trust was subject to the ongoing probate proceedings, the case fell outside the scope of the probate exception.*
>
> *Outcome*
>
> *The district court below erred in dismissing the case for lack of subject-matter jurisdiction.*

Defendant's Challenges D, E and F

D. Plaintiffs' Claims Are Barred by "Attorney Immunity" Doctrine;

E. Plaintiffs Fail to Plead Particular Acts of Fraud;

F. Plaintiffs Fail to Plead Particular Conduct of the Defendant;

19. The United States Attorney's Resource Manual at CRM 2403 defines Extortion by Force, Violence, or Fear as follows:

> *In order to prove a violation of Hobbs Act extortion by the wrongful use of actual or threatened force, violence, or fear, the following questions must be answered affirmatively:*
>
> 1. *Did the defendant induce or attempt to induce the victim to give up property or property rights?*
> 2. *Did the defendant use or attempt to use the victim's reasonable fear of physical injury or economic harm in order to induce the victim's consent to give up property?*

20. Defendant Spielman's performance on March 9, 2016 (Dkt 26 and exhibit 26-16) inarguably answers these inquiries in the affirmative. Plaintiffs' allegations regarding Mr. Spielman are articulated in the Complaint with the specificity required by rule 9(b).

21. Mr. Spielman's specific threats of injury to property rights if Curtis did not mediate a settlement agreement, using a knowingly false instrument, is conduct entirely foreign to the

duties of an attorney and the mere attempt constitutes the tort and crime of extortion whether successful or not.

Failure to State a Claim

22. Defendant Spielman claims to have been involved in the very actions described above and claims to have been representing Defendant Amy Brunsting in a "Probate Matter".

23. Plaintiff points only to the record of those proceedings in answer to each motion to dismiss and Defendant Spielman cannot claim to have been both counsel and ignorant of the facts contained in those records.

24. If it is the interpretation of those fact records that Defendant Spielman wishes to argue, a motion to dismiss for failure to state a claim is neither the proper vehicle nor the proper stage of the proceedings for arguing his contrary facts.

Plaintiffs Lack Privity with Defendant Spielman

25. The impregnable citadel of Privity. Privity is a legal expression defining a close, mutual, or successive relationship to the same right of property or the power to enforce a promise or warranty.

26. While the Doctrine of Privity is an important concept in contract law, a deliberate intent to defraud is not a good faith error in judgement and like the Attorney Immunity Doctrine, the Privity Doctrine is intended to preserve the integrity of the client professional relationship and in the case of an attorney, to provide confidence in one's ability to be a zealous advocate for his client's position. The protection of the Doctrine of Privity does not apply as an impunity shield for conduct that is both tortious and criminal resulting in injuries to third parties.

27. Because Privity is actually a term to summarize a conclusion that one party was precluded, it may exist for the purpose of determining one legal question but not another

depending on the circumstances and legal doctrines at issue." *Meza v. General Battery Corp*., 908 F.2d 1262 (5th Cir. 1990).

V. STANDING

Plaintiff Candace Louise Curtis

28. Defendant's challenge to Plaintiff Curtis' standing relies entirely upon erroneous juristic concepts, wayward fact assertions and misplaced logic.

29. Rights are of two divisions. First are those annexed to the persons of men called Jura personarum or the rights of men and second is the right to control external objects over which man may obtain a dominion and this is called Jura rerum or the right of things[2]. Property is not the thing itself but the interest one acquires in dominion and control over the thing.

30. Plaintiff Curtis is a cestui que trust, also known as a beneficiary. Her property interest is a one-fifth part of the undiminished res of inter vivos trusts as a matter of equity.

31. A beneficial interest in the assets of an inter vivos trust is property and not inheritance expectancy. The concerted effort to deprive Plaintiff Curtis of the enjoyment of her very tangible trust property, continuing for a period of five years, is an injury in fact.

32. Plaintiff Curtis began this journey with no legal education of any kind but knew full well by the time that her mother passed that her sisters, Defendants Anita and Amy Brunsting, had been plotting and were actively engaged in trying to deprive her and her disabled brother Carl Brunsting of beneficial interests in the Brunsting trust res. It now appears Carole Brunsting was also intended to be deprived of her interest in the trust res as well.

[2] See Blackstone's Commentaries on the Laws of England, Book the First, Chapter I, Part III, Pg 134.

Plaintiff Rik Wayne Munson

33. Defendant Spielman stood before the Probate Court on March 9, 2016 talking about his fees (Dkt 26-16 pg 14 ln 20) and how *"Ms. Curtis Pro se status and her, her need to be a lawyer and her failure to appreciate what it costs, what the costs of this lawsuit are, is…"* (Dkt 26-16 page 15). Later (p. 17) Spielman talks about how it would be an insult to respond to the Motions Plaintiff Cutis filed … "*and all of the money that that's going to cost…"* and now claims to have been an attorney participating in those proceedings, immune from consequences for his mens rea motivated acts.

34. It is interesting that Mr. Spielman spoke about the cost of this litigation, as if somehow Plaintiff Curtis does not understand the war of attrition he and his co-defendants thought they would play to deprive her of her property rights.

35. Plaintiff Curtis and Plaintiff Munson have been co-habitant partners for ten years.

36. Munson's tireless labor and effort to defend his household is the only thing that has protected Plaintiff Curtis' property interests from the intended hijacking.

VI. TANGIBLE PROPERTY IS NOT THE THING ITSELF

37. Mankind is born into the world possessing only those rights inherited from nature and it is through the institution and the natural order of family that man develops into an independent and autonomous person with knowledge and ability to defend those rights.

38. The knowledge, experience, skill and labor of a man are the only property man owns in nature by which they can obtain a dominion over other things, including those required by the necessities of life and which directly affect the quality of living in a society.

39. Munson has assisted Plaintiff Curtis in obtaining a favorable appellate opinion (Dkt 34-4) and an injunction (Dkt 26-2) and continues to help protect Plaintiff Curtis' property rights while

also advancing matters of public interest. It is an insult that Defendants consider their worth so high and Plaintiff Munson's so low as to discount that knowledge, experience and the labor devoted to defending against their unholy assault as other than a property interest, rendering such activities and use of resources meaningless.

40. Munson, like Plaintiff Curtis has suffered personal injury as direct and proximate result of the intentional manipulation of the judicial process, multiplication of litigation and superficial pomposity of these Defendants' pretense of legitimacy.

41. The interference began when Defendant Bobbie Bayless filed her exclusively trust related claims in state courts in the name of the Estates of Elmer and Nelva Brunsting, knowing full well the Brunsting trusts were under the exclusive jurisdiction of a federal Court.

42. Munson's time is valuable and the application of his knowledge, experience and labor to these five years of litigation is and has been invaluable to Plaintiff Curtis' protection of her property rights. That effort has cost Munson invaluable and irreplaceable life property interests by diverting valuable time, energy and attention away from other life pursuits.

43. Our families and the communities in which we live have a property interest in the honest services of our public officials and licensed practitioners. There is no valid legal theory that shows public policy interests are not in any way implicated, or that public policy is not wounded by the conduct complained of before this Court.

44. Each Defendant has participated in the jurisdictional sham and the attempted extortion/mediation diversion scheme, using the Bayless vehicle to insinuate their personal interests into the private Brunsting controversy.

VII. IMMUNITY

45. Refusal to provide government services to the public without a transfer of wealth from the private to the public sector are neither judicial nor litigious, but the very definition of public corruption.

46. Defendants appear before this Honorable Court attempting to sell their illicit "Probate Matter" wares, claiming the protection of the judicial and litigation immunity privileges when, as a matter of law, they have been engaged in neither activity.

47. Where there is no subject matter jurisdiction, there is no court and where there is no court there is no judge and no litigation. Claims of attorney and other immunities in this case rely upon facts not in evidence and Plaintiffs demand what they could never get in Harris County Probate Court, an evidentiary hearing with findings of fact and conclusions of law after hearing.

48. For these reasons the conduct of Defendant Spielman, as exemplified by the public record, is not conduct protected by any doctrines of immunity, and reference to a *"Probate Matter"* is a fraud upon this Court.

49. Defendant's different view of the significance of facts contained in the public records in point is not plausible. Defendant does not support contrary claims with any form of competent evidence and such claims are thus not properly raised under Rules 12(b)(1) or 12(b)(6).

VIII. CONCLUSION

50. As the case in point shows, citizens who resort to the courts to enforce rights vindicate wrongs and settle their differences, are all too often confronted by judges and attorneys with an attitude that demonstrates no regard for individual rights or the rules of law.

51. These same individuals now come before this Court claiming entitlement and asking this Court to grant them the very thing they themselves refuse others, the due process and protection of law.

52. One is loath to contemplate the dangers and likely costs of continuing to deny remedy in the face of the present pandemic of public corruption, for the only remedy left to ordinary people would be governed not by reason, but by necessity.

Wherefore, Plaintiffs respectfully request this honorable court deny the Motions to Dismiss, Docket entries 39 and 40, filed by Defendant Neal Spielman on October 3, 2016, and hold Defendant to answer.

Respectfully submitted,

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on this 24th day of October, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	
v	§	Civil Action No. 4:16-cv-01969
	§	
Kunz-Freed, et al	§	
Defendants	§	

ORDER

Upon due consideration, Defendants Rule 12(b)(1) and 12(b)(6) Motions to Dismiss filed on October 3, 2016, by Defendant Neal Spielman in the above styled cause (Dkt 39 and 40), should be Denied.

It is SO ORDERED

_____
Date

_____
The Honorable Alfred H Bennet
United Stated District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-cv-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

PLAINTIFF'S ANSWER TO DEFENDANT JASON OSTROM'S FEDERAL RULE OF CIVIL PROCEDURE 12(B)(6) MOTION TO DISMISS

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I. Nature and Stage of the Proceedings

1. Plaintiffs brought the above titled action pursuant to 18 U.S.C. §1964(c) alleging Racketeer Influenced Corrupt Organization Act violations of 18 U.S.C. §1962(c) and 18 U.S.C. §1962(d), both individually and as private attorneys general on behalf of the public trust, on July 5, 2016 in the Southern District of Texas.

2. On October 31, 2016, Defendant Jason Ostrom filed a Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6). (Dkt 78).

II. Contextual Summary

3. Plaintiff Candace Louise Curtis (Curtis) lives in California and is a beneficiary of inter vivos trusts having a situs in Houston, Texas.

4. Other beneficiaries of the trusts include Plaintiff Curtis' siblings: Carl Brunsting, Carole Brunsting, and Defendants Amy Brunsting and Anita Brunsting. (Dkt 33-1, 33-2 and 33-3)

5. Neither Plaintiff Curtis nor any of her siblings is an heir to, and none has inheritance expectancy, from the "Brunsting Estates" (Dkt 41-3 and 41-4)[1].

III. History of "The Trust"

6. In 1996 Elmer Brunsting and his wife Nelva Brunsting created the original Brunsting Family Living Trust for their benefit, for the benefit of their five primary issue, as well as for their remaindermen grandchildren and great grandchildren. (Dkt 34-1)

7. The Brunstings restated their Trust in 2005 (Dkt 33-2) removing Anita Brunsting as successor trustee and appointing Carl and Amy Brunsting as successor co-trustees, and naming Candace Curtis as alternate.

8. The Brunstings amended their restatement in 2007 (Dkt 33-3), to remove Amy Brunsting as a successor co-trustee, appointing Candace in her place, and naming Frost Bank as the alternate. It would appear from this sequence of events that Elmer and Nelva sought to prevent what has since occurred.

9. Elmer Brunsting was declared incompetent in June 2008 and on July 1, 2008 the first illicit successor trustee appointment to the Brunsting Trust was apparently drafted and notarized by Candace Kunz-Freed, claiming a change in jointly selected successor trustees had been made by Nelva Brunsting alone. (Exhibit 1) That instrument portends to have placed Anita Brunsting back in a trustee position.

10. Elmer Brunsting passed on April 1, 2009. At the death of Elmer Brunsting the inter vivos "family" trust became irrevocable and its assets were divided between an irrevocable decedent's trust and a revocable survivor's trust (Dkt 34-2 Articles III & VII).

[1] See *Curtis v Brunsting* 704 F.3d 406 regarding the Brunsting inter vivos Trusts

11. First named successor co-trustee Carl Brunsting fell ill with encephalitis on or about July 3, 2010 and by August 25, 2010 the extortion instrument[2] had been drafted and notarized by Candace Freed, naming Anita and Amy Brunsting successor co-trustees.

IV. A History of the Litigation

12. Candace Curtis v Anita and Amy Brunsting is a breach of fiduciary action seeking accounting and disclosures, filed in the Southern District of Texas on February 27, 2012, (Exhibit 2) and was dismissed under the Probate exception to federal diversity jurisdiction March 8, 2012. Plaintiff Curtis filed a timely notice of appeal.

13. On March 9, 2012 Defendant Bobbie Bayless filed a Petition to take depositions before suit in the Harris County District Court styled, "In Re: Carl Henry Brunsting. (Exhibit 3)

14. On January 9, 2013 the Fifth Circuit issued a unanimous opinion with Order for Reverse and Remand published *Curtis v Brunsting 704 F.3d 406* (Dkt 34-4).

15. On January 29, 2013 Defendant Bobbie Bayless filed a suit in the Harris County District Court against Defendants Vacek & Freed, in the name of the "Estate of Nelva Brunsting" raising only trust related issues. (Dkt 34-5)

16. In late 2013 Plaintiff Curtis enlisted the assistance of Houston Attorney Jason Ostrom.

17. Immediately upon appearing as Plaintiff Curtis' representative in the federal lawsuit, Curtis v Brunsting 4:12-cv-592, Defendant Jason Ostrom arranged a remand to the Harris County Probate Court to consolidate Plaintiff Candace Curtis' lawsuit with that of her brother Plaintiff Carl Brunsting, (Dkt 26-1) allegedly to afford complete relief to the parties.

18. It should be noted that Ostrom amended Curtis' federal complaint to add Carl Henry Brunsting as an "Involuntary Plaintiff", in order to pollute diversity so he could perfect a remand

[2] The alleged August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment Under Living Trust Agreement" a.k.a. 8/25/2010 QBD.

to state court to consolidate the first filed Plaintiff, Candace Curtis, with later filed state court Plaintiff Carl Brunsting, where federal plaintiff Curtis was named a Defendant only. (Dkt 34-7) (see also Dkt 57-1 and 57-2)

19. Defendant Ostrom thereafter abandoned "Plaintiff Curtis" and "Curtis v Brunsting" in the probate court record, pleading only under the heading of "Estate of Nelva Brunsting" (Exhibits 4 and 5 attached).

V. Statement of the Issues

1. Plaintiffs have not adequately pleaded the necessary predicate acts;
2. The plaintiffs have not stated a RICO claim under section 1962(c);
3. Plaintiffs have failed to adequately plead with particularity their fraud-based predicate acts as required by Federal Rule 9(b);
4. Plaintiffs have failed to plead reliance in connection with their fraud related claims;
5. Plaintiffs failed to plead a cognizable RICO enterprise;
6. Plaintiffs enterprise allegations are too vague and conclusory
7. Plaintiffs' claims should be dismissed because Plaintiffs' allegations do not satisfy RICO's proximate cause standard.

VI. The Argument

20. The RICO complaint articulates, with specificity, more than 40 events, each of which is listed as a RICO predicate act at 18 U.S.C. §1961(1) and each Defendant is accused of in-concert aiding and abetting. It is unnecessary for Plaintiffs to plead that each defendant personally committed two or more predicate acts.

> *To be convicted of conspiracy to violate RICO under § 1962(d), the conspirator need not himself have committed or agreed to commit the two or more predicate acts, such as bribery, requisite for a substantive RICO offense under § 1962(c). Section 1962(d)-which forbids "any person to conspire to violate" § 1962(c)-is even more comprehensive than the general conspiracy provision applicable to federal crimes, § 371, since it contains no requirement of an overt or specific act to effect the conspiracy's object. Presuming Congress intended the "to conspire" phrase to have its ordinary meaning under the criminal law, see Morissette v. United States, 342 U. S. 246, 263, well-established principles and contemporary understanding demonstrate that, although a conspirator must intend to further an*

> *endeavor which, if completed, would satisfy all of the elements of a substantive criminal offense, it suffices that he adopt the goal of furthering or facilitating the criminal endeavor, and he need not agree to undertake all of the acts necessary for the crime's completion. Salinas' contrary interpretation of § 1962(c) violates the foregoing principles and is refuted by Bannon v. United States, 156 U. S. 464, 469. Its acceptance, moreover, is not required by the rule of lenity, see United States v. Shabani, 513 U. S. 10, 17. Even if Salinas did not accept or agree to accept two bribes, there was ample evidence that the sheriff committed at least two predicate acts when he accepted numerous bribes and that Salinas knew about and agreed to facilitate the scheme, and this is sufficient to support Salinas' conviction under § 1962(d). Pp. 61-66. United States v Salinas 654 F.2d 319*

21. It is also only necessary to show the defendant associated with the criminal venture, purposefully participated in the criminal activity, and sought by his actions to make the venture successful. *United States v. Landerman*, 109 F.3d 1053, 1068 n.22 (5th Cir. 1997). Jason Ostrom's conduct inarguably meets and exceeds this criterion.

22. A defendant associates with a criminal venture if he shares in the criminal intent of the principal, and the defendant participates in criminal activity if he has acted in some affirmative manner designed to aid the venture. *Landerman*, 109 F.3d at 1068 n.22. The level of participation may be of relatively slight moment. *Leos-Quijada*, 107 F.3d at 794. Also, it does not take much evidence to satisfy the facilitation element once the defendant's knowledge of the unlawful purpose is established. *United States v. Bennett*, 75 F.3d 40, 45 (1st Cir. 1996).[3]

23. Jason Ostrom's overt acts clearly intended to convert the Brunsting trusts into assets of a probate estate by masquerading Curtis v Brunsting behind an "estate" label.

VII. Res Judicata and Collateral Estoppel

1. <u>The Brunsting Trusts are not a Probate Matter</u>

24. The Brunsting Trusts are not assets belonging to the Estates of Elmer or Nelva Brunsting and are not subject to probate administration.

[3] US Attorneys' Criminal Resource Manual CRM 2474

25. That finding of fact and conclusion of law was settled by the Justices of the Fifth Circuit Court of Appeals[4] when Plaintiff Curtis' original petition survived the probate exception to federal diversity jurisdiction.

26. Moreover, the "Estate" inventory (Dkt 41-7) approved March 27, 2013, contains only an old car and the claims pending against Vacek and Freed in the Harris County District Court and was followed immediately by two drop orders. (Dkt 41-5 and 6).

27. The Fifth Circuit Court of Appeals on review held that Curtis v Brunsting was a matter relating only to an inter vivos trust not in the custody of a state court, that the assets in the inter vivos trust were not assets belonging to any "Estate" and were not subject to probate administration. (Dkt 34-4)

28. Defendant Ostrom, (Dkt 78) like Defendants Vacek & Freed (Dkt 19 and 20), Bobbie Bayless (Dkt 23), Jill Willard Young (Dkts 25, 38), Anita Brunsting (Dkt 30) Amy Brunsting (Dkt 35), Steven Mendel/Bradley Featherston (Dkt 36), Neal Spielman (Dkt 39 and 40), Christine Riddle Butts, Clarinda Comstock and Tony Baiamonte (Dkt 53), claim the Racketeer Influenced Corrupt Organization Act action before this Honorable Court arises from a "Probate Case" or "Probate Matter". However, the so called "Probate Matter" does not speak to anything but the Brunsting Trusts.

29. The Fifth Circuit found that Plaintiff Curtis' federal lawsuit was exclusively related to the Brunsting inter vivos Trusts, that those trusts were not in the custody of any state court, that trust assets were not property of any estate and that even though the wills had been since filed and there was an ongoing probate of the estate, the assets in an inter vivos trust are not property

[4] Curtis v. Brunsting 704 F.3d 406

belonging to an estate and would not be subject to probate administration. Jason Ostrom's remand to state court did not change that.

30. The Circuit Court also noted that the only heir to the Estates of Elmer and Nelva Brunsting was the Brunsting Trust.

31. The Circuit Court also reiterated the long standing doctrine of custodia legis, citing to the United States Supreme Court in Marshall v. Marshall[5] for the proposition that no court can assume in rem jurisdiction over a res in the custody of another court. (Dkt 34-4)

32. Two actions were filed in state courts subsequent to Curtis reverse and remand back to the federal Court. Both state court suits were brought in the name of the "Estate of Elmer and Nelva Brunsting" and both suits raised only claims relating to the Brunsting trusts, then in the custody of a federal Court.

33. Federal Plaintiff Curtis is not an heir to any estate and neither are the other trust beneficiaries. The trust is the only heir to any estate and alleged trespass against the trust is against the named beneficiaries, not against any estate. Plaintiff Curtis is a real party in interest in the Brunsting Trusts, but not in any estate.

34. Defendant Ostrom admits to causing the case of Curtis v Brunsting 5:12-cv-592 to be remanded to Harris County Probate Court. However, Mr. Ostrom characterizes the remand as *"remanding the case **back** to Harris County Probate Number 4"*, (Dkt 78 Page 4 of 24 unnumbered paragraph 7), as if to imply Plaintiff Curtis was some kind of escapee being returned to the custody of Harris County Probate Number 4, when Plaintiff Curtis had never been to Harris County Probate Court and had no claims pending there.

[5] 547 U.S. 293, 126 S. Ct. 1735, 164 L. Ed. 2d 480 (2006).

35. Plaintiff Curtis retained Defendant Jason Ostrom in the federal court matter under the letterhead of Ostrom/Sain. After effecting a remand to state probate court Ostrom pled exclusively under the heading "Estate of Nelva Brunsting", which Plaintiff Curtis' lawsuit is not.

VIII. Sufficiency of the Pleadings

36. Defendant Ostrom claims Plaintiffs fail to plead a cognizable RICO claim, enterprise, fraud based acts, reliance or proximate cause.

37. Such assertions can only be ground upon an unfamiliar view of the law, as surely Defendant cannot honestly plead ignorance of his acts or the facts when his proclaimed station requires him to be knowledgeable of the records and pleadings in the cases he claims to be an attorney in.

38. Plaintiffs more than adequately plead Harris County Probate Court as both the RICO enterprise and a victim of the racketeering activity.

39. In *Cedric Kushner Promotions, Ltd. v. King*, 533 U.S. 158, 164 (2001), the Supreme Court stated:

> *The Court has held that RICO both protects a legitimate "enterprise" from those who would use unlawful acts to* ***victimize*** *it, United States v. Turkette, 452 U.S. 576, 591 (1981), and also protects the public from those who would unlawfully use an "enterprise" (whether legitimate or illegitimate) as a "vehicle" through which "unlawful . . . activity is committed," National Organization for Women, Inc., 510 U.S. [249,] 259 (1994).*

40. Plaintiffs plead cognizable predicate acts with the necessary particularity and Plaintiffs plead acts demonstrative of conspiracy and of aiding and abetting with more particularity in each reply to motions to dismiss.

41. This Probate Bully Mob of RICO Defendants fully intended to trap the Brunsting siblings in a cycle of vacuous paper exchanges to maximize attorney billing profits while resolving

absolutely nothing on the public record, in order to protect the racketeering activity from discovery and investigation by legitimate law enforcement resources.

42. Each of the "RICO Defendants" aided and abetted the conspiracy in violation of 18 U.S.C. §§2 and 1962(d) and now come before this Honorable Court claiming their attempt to bust the Brunsting trusts for their own personal gain is a bitter sibling dispute over the administration of their parents' estate. Nothing could be further from the truth.

43. While real damages are difficult to calculate without fiduciary disclosures, the additional injury resulting from five years of improperly motivated "litigation" posturing, directly and proximately caused by these Defendants illicit conduct, are tangible, concrete, calculable and a matter of public record.

44. Every one of the Brunsting beneficiaries has been injured by the fraud perpetrated on the federal and state courts, upon the Brunsting family and upon Plaintiffs by these Defendants.

45. Jason Ostrom was instrumental in the plot to treat the Brunsting Trusts as if they were a probate asset and his feigned ignorance of the legal precedents set by pro se Curtis in this extended Brunsting Trusts litigation, is in direct conflict with his fiduciary obligation to know.

46. Defendant Jason Ostrom's feigned ignorance of law and fact are not defenses.

47. Defendant Ostrom also makes dubious statements regarding Plaintiff Munson's participation in protecting Plaintiff Curtis' property interest and those of the Brunsting trusts.

48. That participation is common knowledge and a matter of public record.

49. The name Rik Munson appears for the first time at Docket entry 9 in Curtis' original federal lawsuit and appears a total of ten times in the Official record on Appeal to the Fifth Circuit in 2012. (CA No. 12-20164)

IX. Amendment and Adoption by Reference

50. Pursuant to the authority provided by Federal Rule of Civil Procedure 10(b) and Federal Rule of Civil Procedure 15(a)(1), Plaintiffs hereby adopt and incorporate by reference into Plaintiffs' original complaint (Dkt 1), the Addendum of Memorandum and the pleadings subsumed therein, (Dkt 26) and all of Plaintiffs' Replies to Defendants Motions, as if fully expressed in said Complaint, including but not limited to Docket entries 33, 34, 41, 45, 57, 61, 62, 65, 69, this reply, the replies yet unfiled and the attached exhibits as if fully expressed therein;

51. Plaintiffs further adopt and incorporate by reference all of the Defendants' Motions and pleadings and the claims stated therein, as exhibits in support of Plaintiffs' Complaint, as if originally attached thereto, including but not limited to Docket entries 19, 20, 23, 25, 30, 35, 36, 38, 39, 40, 53, 78, 79, 81, 83, 84 and those yet unfiled as if fully attached as exhibits thereto.

X. Conclusion

52. Defendant Jason Ostrom told the Honorable Judge Kenneth Hoyt in his application for approval of his First Amended Complaint that the purpose for a remand to state court was to consolidate with Plaintiff Carl Brunsting in order to afford complete relief to the parties.

53. Defendant Ostrom deprived Plaintiff Curtis of a federal judicial forum and access to the only Court of competent jurisdiction under false pretexts, by presenting unopposed motions to amend Plaintiff Curtis' federal complaint and to remand to Harris County Probate Court.

54. The Brunsting Trusts are the only heir to the "Estates of Elmer and Nelva Brunsting". Trust assets are not property belonging to the "Estates", and are not subject to probate administration, yet each of these Defendants insist this RICO lawsuit arises out of a dispute between siblings over inheritance expectancies and the administration of an estate and others

have pled Plaintiffs are disgruntled litigants seeking vengeance for being on the losing end of fully litigated state court determinations.

55. For the last five years, these Defendants have each participated in denying Plaintiff Curtis and each of the Brunsting siblings the enjoyment of their parents' benevolence. Each has engaged in gaming the judicial process, posing as advocates, to maximize fees and resolve nothing, while holding resolution of the Brunsting trusts hostage under a probate administration pretext.

Wherefore, Plaintiffs move this Honorable Court for an Order denying the Rule 12(b)(6) Motion to Dismiss filed by Defendant Jason Ostrom October 31, 2016, (Dkt 78) and hold this Defendant to answer.

Respectfully submitted,

November 18, 2016

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on November 18, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-cv-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

PLAINTIFFS' ANSWER TO DEFENDANT BERNARD MATHEW'S FEDERAL RULE OF CIVIL PROCEDURE 12(b)(1) and 12(b)(6) MOTION TO DISMISS

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Federal Rule of Civil Procedure 12(b)(6) 2

1. Plaintiffs filed 18 U.S.C. 1962(c) and 18 U.S.C. 1962(d) claims along with civil rights, common law breach of fiduciary and other claims on July 5, 2016.

2. On November 2, 2016, Defendant Bernard Lisle Mathews III filed a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(1) and Federal Rule of Civil Procedure 12(b)(6). (Dkt 81)

I. INTRODUCTION

3. In its purest form this lawsuit is about property and the intentions of Elmer and Nelva Brunsting that their worldly possessions pass to their issue without conflict, complications, or excess costs. In pursuit of that goal Elmer and Nelva Brunsting purchased a trust and estate plan package as both a product and a service of Albert Vacek, Jr.

4. According to assurances that Vacek gives his customers, his trust package was supposed to avoid what Vacek calls "the three evils". Those evils include "probate", "guardianship" and "taxes".

5. Vacek partner, Candace Kunz-Freed, began drafting instruments undermining the Brunsting trust as soon as Elmer Brunsting weakened (see Dkt 26-11 and 26-14) and then continued the erosion with each subsequent "Hurrah"[1], the next being the encephalitis and coma suffered by Carl Brunsting.

[1] In legal parlance a.k.a. a "qualifying event"

II. NATURE AND STAGE OF THE PROCEEDING

6. Plaintiffs in the above titled action, brought 18 U.S.C. §1964(c) Racketeer Influenced Corrupt Organization and other claims, both individually and as private attorneys general on behalf of the public trust, on July 5, 2016 in the Southern District of Texas.

7. On November 2, 2016, Defendant Bernard Mathews filed a Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(1) and Federal Rule of Civil Procedure 12(b)(6). (Dkt #81).

III. SUMMARY OF THE CASE

8. Plaintiff Candace Louise Curtis (Curtis) lives in California and is a beneficiary of inter vivos trusts having a situs in Houston, Texas. Other beneficiaries of the trusts include Plaintiff Curtis' siblings: Carl, Carole, and Defendants Amy and Anita Brunsting, and also includes the remaindermen grandchildren and great grandchildren of Grantors Elmer and Nelva Brunsting, et al., per stirpes.

9. In 1996, Plaintiff Curtis' parents, Elmer Brunsting and Nelva Brunsting, created the original Brunsting Family Living Trust for their benefit, for the benefit of their five primary issue and for the benefit of the remaindermen grandchildren and great grandchildren. (Dkt 33-1)

10. The Brunstings restated their Trust in 2005 (Dkt 33-2) and amended the restatement in 2007. (Dkt 33-3)

11. Elmer Brunsting was declared incompetent in June 2008 and passed on April 1, 2009.

12. At the death of Elmer Brunsting the inter vivos "family" trust became irrevocable and divided its assets among an irrevocable decedent's trust and a revocable survivor's trust. (Dkt 33-2, Articles III and VII)

13. Nelva Brunsting passed on November 11, 2011 and a number of instruments surfaced that had been drafted after Elmer Brunsting became incompetent and after he passed, claiming changes had been made to irrevocable trusts. The 8/25/2010 QBD (Dkt 26-14)[2] (also called the extortion instrument) and the several appointments of successor trustee are just such instruments (Dkt 26-14)[3]

14. The acting trustees, Anita and Amy Brunsting, conducted themselves in complete secrecy. After Nelva Brunsting passed they refused to answer, account or provide disclosures and after two unsuccessful demand letters[4] advising Anita and Amy Brunsting to do the right thing, Plaintiff Curtis brought suit in the Southern District of Texas.

15. On March 6, 2012, Defendant Bernard Matthews filed an "emergency motion" for removal of lis pendens.[5] In the opening paragraph of his "emergency motion" Defendant Bernard Mathews states:

> *[Note: This Motion is brought subject to the Trustees contention that this Court lacks subject matter jurisdiction due to the fact that Texas Probate Code §115.001 (7) confers exclusive jurisdiction over matters related to questions "arising in the administration or distribution of a trust" to the State District Court, and by analogy this case should not be considered under the Probate Exception to Federal Court Jurisdiction, Marshall v. Marshall, 126 S.Ct. 1735, 1748 (2006). These issues will be raised by a separate Motion to Dismiss under FRCP 12(b)]*

16. Mathews also attached a perjured affidavit signed and sworn to by Amy Brunsting to his March 6, 2012 "emergency motion"[6] and on March 8, 2012, Curtis' complaint was dismissed sua

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[2] This instrument was the subject of Defendant Amy and Anita Brunsting's No-evidence Motion for Partial Summary Judgment (Dkt 26-5), and Curtis answer and demand to produce evidence. (Dkt 26-11)

[3] This is Plaintiff Curtis 20 page Motion for Partial Summary and Declaratory Judgment with numerous exhibits that remains unanswered by Defendants Anita and Amy Brunsting.

[4] Case 4:12-592 Exhibits 17 and 20 in the original federal complaint (4:12-cv-592 Dkt 1 at pages 67-68, and 71-79 respectively.

[5] Case 4:12-cv-592 Document 10 Filed in TXSD on 03/06/12

[6] Case 4:12-cv-592 Documents 10 and 10-1, Filed in TXSD on 03/06/12

sponte under the Probate Exception to Federal Diversity Jurisdiction, due to the Court's reliance upon the assertions made by officer of the Court, Bernard Mathews.

IV. STATEMENT OF THE ISSUES

1. Plaintiffs do not have an actual case or controversy with Mathews;
2. Plaintiffs do not state a claim against Mathews;
3. Mathews only handled an emergency motion for removal of lis pendens;
4. Mathews has immunity from civil accountability to his tort victims because he is an attorney.

V. PLAINTIFFS' REPLY

17. Candace Curtis v Anita and Amy Brunsting (4:12-cv-592) began in the federal Court in the Southern District of Texas on February 27, 2012, seeking equitable relief in the form of accountings, answers to information requests and monetary damages for known acts and omissions.

18. Plaintiff Curtis' original lawsuit alleged that all the information in the case was uniquely in the possession of the Defendants and included an affidavit with exhibits showing exactly where the case was at that point in time.

19. The federal Court dismissed an application for injunction filed with the original complaint due to want of service on the Defendants, and in the Order the Court expressed concern over whether or not the Court had subject matter jurisdiction. (4:12-cv-592 Dkt 8)

20. Defendant Bernard Mathews appears to have intentionally manipulated the Court's previous expression of concern over whether the Court had subject matter jurisdiction, knowingly misstating Texas Property Code §115.001 to be the Probate Code, and then

bootstrapping a Route Test theory that was very harshly reversed by the Supreme Court on the second page of the Marshall v. Marshall opinion he cited as his authority.[7]

> *"Nevertheless, the Ninth Circuit in the instant case read the probate exception broadly to exclude from the federal courts' adjudicatory authority "not only direct challenges to a will or trust, but also questions which would ordinarily be decided by a probate court in determining the validity of the decedent's estate planning instrument." 392 F.3d 1118, 1133 (2004). The Court of Appeals further held that a State's vesting of exclusive jurisdiction over probate matters in a special court strips federal courts of jurisdiction to entertain any "probate related matter," including claims respecting "tax liability, debt, gift, [or] tort." Id., at 1136. We hold that the Ninth Circuit had no warrant from Congress, or from decisions of this Court, for its sweeping extension of the probate exception".* Marshall v Marshall 547 U.S. 293, 126 S. Ct. 1735, 1736

21. Curtis and Munson spent the next 14 months on an appeal before returning to the federal Court, more than four years ago. For this Court's perusal, Plaintiffs attach the "Appellants Opening Brief on Appeal", as it speaks directly to the root of matters presently before this Honorable Court. (Exhibit 1)

22. Defendant Mathews is currently listed as a staff attorney on the vacek.com web site (Exhibit 2) and was listed as a staff attorney with Vacek and Freed when he filed his disingenuous motion under the letterhead of Green and Mathews (4:12-cv-592 Dkt 10).

1. Not a Probate Matter

23. Plaintiff Curtis' federal appeal distinguished the Brunsting Trust from the Brunsting Estate.

24. According to the Fifth Circuit, the Brunsting Trusts are not assets belonging to any estate and are not subject to probate administration.

25. On March 2, 2012, a mere four days before his "emergency motion", Mathews filed a complaint in the Harris County District Court, on behalf of Plaintiff Reginald Parr. *Reginald D.*

[7] *Marshall v Marshall 547 U.S. 293, 126 S. Ct. 1735, 1736*

Parr vs. Sherry Evon Dunegan CA 201213022. In that case Mr. Parr was suing Ms. Dunegan for breach of fiduciary in the administration of a Texas trust drawn up by the law firm of Vacek and Freed.

26. It would necessarily follow that an attorney preparing a complaint for the Harris County District Court, involving a substantively identical case to that of Plaintiff Curtis, would know that trusts are not heard exclusively in the probate court, and would know the difference between the Property Code and the Estate Code (which Mathews called the "Probate Code").

27. If Mathews read the Supreme Court opinion in Marshall v. Marshall before citing to that authority and signing his pleading, he would also know his Route Test assertions were patently disingenuous.

2. <u>Lis Pendens</u>

28. Defendants filed their "emergency" motion claiming to be trustees; that the property to which the lis pendens related was to be liquidated in order to distribute proceeds to the heirs, and that Plaintiff's only intent was to frustrate that sale.

29. The lis pendens at issue was amongst the papers filed with the Court, but was never on file with the County Recorder as to frustrate any sale.

30. The house itself was sold like it was on fire and neither Plaintiff Curtis nor siblings Carl or Carole have ever received any distribution of proceeds from the sale of that house.

31. After Bernard Mathew's "Emergency Motion" resulted in the improper dismissal of Plaintiff Curtis' action, Mathews immediately interfered with all three of Curtis' subpoenas for records, including the email records of Nelva Brunsting, Exxon Stock transfer records from Computershare, and Bank of America transaction records, all of which loom large in rebutting Anita and Amy's fact claims.

3. Mathew's Email: "Intend to Move this to Probate"

32. Subsequent to the dismissal of Plaintiff Curtis' federal lawsuit, Mathews emailed Bobbie Bayless, Carole Brunsting and Candace Freed, providing accounting spreadsheets that were shockingly revealing.

33. This email (Exhibit 3) was the first real indication of what is later revealed to be a concerted effort, with the sole purpose of converting Plaintiff Curtis' trust related breach of fiduciary claims into estate claims.

34. Mathews, and every other defendant attorney, has actively engaged in trying to accomplish what Vacek assures his customers his estate plans will avoid, "probate".

VI. AMENDMENT AND ADOPTION BY REFERENCE

35. Pursuant to the authority provided by Federal Rule of Civil Procedure 10(b) and 15(a)(1), Plaintiffs hereby adopt and incorporate by reference into Plaintiffs' original complaint (Dkt 1), the Addendum of Memorandum and the pleadings subsumed therein, (Dkt 26) and all of Plaintiffs' Replies to Defendants Motions, as if fully expressed in said Complaint, including but not limited to Docket entries 33, 34, 41, 45, 57, 61, 62, 65, 69, 85. this reply and the attached exhibits, as if fully expressed therein;

36. Plaintiffs further adopt by reference all of the Defendants' Motions and pleadings, the claims stated therein and the exhibits attached, as exhibits in support of Plaintiffs' Complaint, including but not limited to Docket entries 19, 20, 23, 25, 30, 35, 36, 38, 39, 40, 53, 78, 79, 81, 83, and 84, as if fully attached as exhibits thereto.

VII. CONCLUSION

37. Bernard Mathew's "Emergency Motion" was disingenuous in its expressions of both law and fact, and was filed for the improper purpose of manipulating the Court's stated hesitancy over whether or not it had subject matter jurisdiction, thus achieving an improper dismissal.

38. This conduct multiplied the litigation for Plaintiff Curtis resulting in a 14-month delay and additional costs, and has exacerbated injury to the beneficiaries and the Brunsting Trust res.

39. Bernard Mathew's participation appears innocuous in a context vacuum, however, in hindsight, that conduct would appear to be part and parcel of the scheme and artifice to deprive.

40. Plaintiffs do have an actual controversy with Vacek and Freed staff attorney Bernard Mathews and have specifically articulated adequate in-concert aiding and abetting events and conspiracy claims that include Mr. Mathews.

41. Whether or not Mr. Mathew's conduct can be regarded as conduct normally associated with his role as an attorney in the larger view, is a valid subject for judicial consideration.

42. The entire Brunsting family has been victimized by this long con scheme fashioned by Albert Vacek Jr. and furthered by a probate court protected bully mob.

43. Only attorneys stand to benefit from embroiling the Brunsting siblings in probate court where nothing can, has been, or will be resolved without an agreement involving a flow of private wealth to public actors, with no judicial resolution of any substantive issues.

44. Bernard Mathews, and every other attorney involved in this dispute since, has demonstrated an intention to interfere with the Brunsting Beneficiaries' Trust Property interests under the disguise of administering a probate estate, and have interfered with those interests.

Wherefore, Plaintiffs move this Honorable Court for an Order denying the Rule 12(b)(6) and Rule 12(b)(1) Motion to Dismiss filed by Defendant Bernard Mathews November 2, 2016, and hold Mr. Mathews to answer.

Respectfully submitted,

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on this 23rd day of November, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-cv-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

PLAINTIFFS' ANSWER TO DEFENDANT GREGORY LESTERS' MOTION TO DISMISS PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE 12(B)(6)

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I. Introduction

1. On July 5, 2016, Plaintiffs filed a complaint into the Southern District of Texas, individually and as private attorneys general, alleging a public corruption conspiracy under the Racketeer Influenced Corrupt Organization Act, 18 U.S.C. §§1961-1968, and the right of private claims provided for at 18 U.S.C. §1964(c). (Dkt 1)

2. On November 7, 2016, Defendant Gregory Lester filed a Motion to Dismiss under Federal Rule of Civil Procedure 12(b)(6). (Dkt 83)

II. The Issues

A. Plaintiffs have not adequately pleaded the necessary predicate acts.

B. The Plaintiffs have not stated a RICO claim under section 1962(c).

1. Plaintiffs have failed to adequately plead with particularity their fraud-based predicate acts as required by Federal Rule 9(b).

2. Plaintiffs have failed to plead reliance in connection with their fraud related claims.

C. Plaintiffs have failed to plead a cognizable RICO enterprise.

1. Plaintiffs have failed to plead reliance in connection with their fraud related claims.

2. Plaintiffs' enterprise allegations are too vague and conclusory.

3. Plaintiffs' alleged enterprise lacks continuity.

D. Plaintiffs have failed to adequately plead a pattern of racketeering activity.

E. The Plaintiffs have not stated a RICO claim under section 1962(d).

1. Plaintiffs' claims should be dismissed because Plaintiffs' allegations do not satisfy RICO's proximate cause standard.

F. Plaintiffs' claims for "Hobbs Act," "wire fraud," "fraud under 18 U.S.C. §1001" and "Honest Services" fail because those statutes do not create private causes of action.

1. The Hobbs Act does not create a private cause of action.

2. The Wire Fraud statute does not create a private cause of action.

3. The claim for "Fraud under 18 U.S.C. §1001" is not a private cause of action.

4. The claim for "Honest Services" is not a private cause of action.

5. Plaintiffs rely on impermissible collective pleading.

III. Plaintiffs' Argument

3. Defendant challenges the sufficiency of the RICO Complaint on all of the usual substantive ground, in every subdivision of the nine necessary pleading elements for 18 U.S.C. 1962(c) and 18 U.S.C. 1962(d) claims, but fails to consider the ambit of federal "aiding and abetting" and "conspiracy" statutes.

4. Defendant asks the Court to take a disjointed view of the mosaic as if its parts were somehow unrelated, but Defendants are each charged with "participation" in the affairs of an enterprise through "in-concert aiding and abetting". Plaintiffs need only show that Defendant performed an act in furtherance of the goals of the enterprise.

Participation

5. Gregory Lester is charged with participation in the affairs of an enterprise through a pattern of racketeering activity involving the commission of two or more predicate acts. Mr. Lester's Motion admits there are almost fifty predicate acts claims, but argues that none specifically relate to him.

6. Mr. Lester's Motion actually admits to his participation and, while claiming Plaintiffs' Addendum of Memorandum is "replete with inaccuracies", Mr. Lester's introduction claims Plaintiff Candace Curtis is a disgruntled sibling in a probate case.

7. The record will show that Candace Curtis is a Plaintiff in a federal breach of fiduciary lawsuit, involving only the Brunsting Trusts[1] (Exhibit 1), that the case was dismissed under the probate exception, (Exhibit 1 entry 14) and appealed to the Fifth Circuit Court of Appeals,

[1] Curtis v Brunsting 4:12-cv-592 filed TXSD 2/27/2012 and 704 F.3d 406.

(Exhibit 1 entry 16) where the dismissal was reversed and remanded back to the U.S.D.C. (Dkt 34-4)[2]

8. Back in the U.S.D.C. "Plaintiff Curtis" obtained a preliminary injunction to prevent wasting of trust assets.[3] On that very same day, federal Plaintiff Candace Curtis was named a "Nominal Defendant" in a state probate court suit styled "Carl Henry Brunsting Individually and as Executor for the Estates of Elmer and Nelva Brunsting", (Dkt 33-6) hereinafter "The Probate Matter".

9. "The Probate Matter" raises only claims relating to the Brunsting Trusts. It should be noted that the Brunsting Trusts were in the custody of a federal Court when the state court claims were filed.

10. The record will also show that Defendant Jason Ostrom filed an unopposed motion to remand Curtis v Brunsting to state probate court, to be consolidated with the "Estate of Nelva Brunsting" 412,249, where federal "Plaintiff Curtis" was named "Defendant Curtis".

11. Curtis v Brunsting, in the Fifth Circuit, soured the market for looting inter vivos trusts under the pretext of probate administration and these Defendant "legal professionals" are a bunch of disgruntled members of a probate bully mob seeking vengeance for being on the losing end of a fully litigated Federal Fifth Circuit determination, that inter vivos trusts are not assets of a probate estate and are not subject to their degenerate version of probate administration.[4]

12. Mr. Lester's participation involved drafting a false report for a purpose other than that for which it was authorized and Mr. Lester's participation is easily shown by the documented sequence of events and his own admissions.

[2] Also Docket entry 24 in Curtis v Brunsting 4:12-cv-592
[3] Curtis v Brunsting 4:12-cv-592 Docket entry 40 (Dkt 26-2 in this case)
[4] See the Brunsting Wills (Dkt 41-3 and 41-4)

IV. The Report of Temporary Administrator Gregory Lester

13. The "Report of Temporary Administrator Pending Contest", (Dkt 83-2) was filed in the "Estate of Nelva Brunsting" 412249 on January 14, 2016.

14. The "Report" is not a report but a caricature of the racketeering conspiracy itself. It is a confession of the intention of all of these Defendants, as exemplified by the public record, to redirect the Brunsting inter vivos trust assets into a probate court, where there is not, and has never been, in Rem jurisdiction over the Brunsting Trusts.

15. The manifest purpose for the "Report" was to further the artifice initiated by Bayless when she filed exclusively trust related lawsuits in state courts, in the name of an estate, on January 29, 2013 and April 9, 2013.

16. Gregory Lester and Jill Willard Young agreed to further that plan on and before September 10, 2015[5]. Part of that scheme was to bully the beneficiaries of the Trusts into a sham mediation, staged for the sole purpose of extracting attorney fees from the Brunsting Trusts. (Dkt 26-16)

17. The "Report", when compared to the record, displays numerous misstatements and contradictions, while merely posing as a report on the validity of "Estate" claims, as hereinafter more fully appears.

18. The "Report" never once mentions the Wills of Elmer or Nelva Brunsting and never once identifies an heir nor any assets belonging to the "Estates".

19. In evaluating the "Estate" claims, the substance of the "Report" mentions Trustees and the Brunsting Trusts one-hundred fifty-five (155) times, while the words "Estate" (7) and probate (17) appear only in non-substantive contexts.

[5] This is the hearing referred to by Defendant Neal Spielman on March 9, 2016 (Dkt 26-16) and Plaintiffs have been unable to obtain a transcript or an explanation from Mr. Baiamonte for the lack thereof.

20. It has already been shown that the approved inventories (Dkt 41-7) contain only one-half of an old car and the pending claims against Candace Freed in the District Court, but neither is mentioned in the "Report".

21. The "Report" never mentions the merits of the "Estate" claims, but focuses entirely on claims relating to beneficiaries of the heir-in-fact "Trust", which had already been held in the Fifth Circuit not to be property belonging to the "Estates". (Dkt 34-4)

22. It should also be noted that administration of both Estates had been dropped on April 4, 2013, (Dkt 41-5 and 41-6) just five days before "The Probate Matter" involving only the Brunsting Trusts was filed. (Dkt 34-7)

23. In the Addendum to the report, later filed by Mr. Lester, (Exhibit 2) he states the following (emphasis added):

> ***Trustees of the Brunsting Family Living Trust***
>
> *On July 1, 2008 an Appointment of Successor Trustees was executed by Nelva Erleen Brunsting, also known as Nelva E. Brunsting, pursuant to Article IV. Section B. of the Brunsting Family Living Trust. This document appointed Carl Henry Brunsting and Anita Kay Brunsting as successor co-trustees if Nelva E. Brunsting fails or ceases to serve. If either Carl Henry Brunsting or Anita Kay Brunsting should fail or cease to serve, then the remaining successor trustee would serve alone. If neither successor co-trustee is able or willing to serve, then* ***The Frost National Bank*** *shall serve as the sole successor trustee. A copy of the Appointment of Successor Trustees is attached hereto as the first exhibit to first supplement.*

24. What the instrument actually says is (emphasis added):

> *"If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then* ***CANDACE LOUISE CURTIS*** *shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee."*

Defendant Exhibit A

25. Defendant's Exhibit A (Dkt 83-1) is the Order Appointing Temporary Administrator Gregory Lester.

26. The appointment was made pursuant to Estates Code 452.051 which reads:

> *SUBCHAPTER B. TEMPORARY ADMINISTRATION PENDING CONTEST OF A WILL OR ADMINISTRATION*
>
> *Sec. 452.051. APPOINTMENT OF TEMPORARY ADMINISTRATOR. (a) If a contest related to probating a will or granting letters testamentary or of administration is pending, the court may appoint a temporary administrator, with powers limited as the circumstances of the case require.*
>
> *(b) The appointment may continue until the contest is terminated and an executor or administrator with full powers is appointed.*
>
> *(c) The power of appointment under this section is in addition to the court's power of appointment under Subchapter A.*
>
> *Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.*
>
> *Amended by:*
>
> *Acts 2015, 84th Leg., R.S., Ch. 949 (S.B. 995), Sec. 44, eff. September 1, 2015.*

27. In the Order the Probate Court found that it had jurisdiction and venue over the Decedent's Estate and appointed Mr. Lester "Temporary Administrator" with limited powers to evaluate all claims filed against 1) Candace Freed 2) Anita Kay Brunsting, 3) Amy Ruth Brunsting, and 4) Carole Ann Brunsting, (Dkt 83-1 Numbered paragraph 1) and report to the Court regarding the merits of those claims.

28. The cestui que (beneficiary) is "the Trust" and the Trust is the only heir-in-fact to the Estates. Assets in the inter vivos trusts are not property belonging to the Estates and do not come within the purview of "probate administration".[6]

[6] Curtis v Brunsting 704 F.3d 406, 410 (Jan 2-13)

29. Does the "Estate" have standing to bring claims against beneficiaries for trespass against the cestui que trust, committed during the life of a Grantor, or do those claims belong to the beneficiaries and the heir-in-fact Trust?

30. This question was settled in the Fifth Circuit in connection with the very Trusts at issue here, but was never considered in the report on the merits of any "Estate" claims.

V. The Report and the Extortion Instrument

31. The "Report" contains numerous assertions that misapplications of fiduciary are benign, justified, or can simply be "equalized" with more distributions of Brunsting Trust assets.

32. The "Report" ultimately concludes that if the Court were to rule on the "No Contest Clause" in the 8/25/2010 QBD, Curtis and her brother Carl would take nothing from the litigation.

33. The "Report" does not mention the controversy regarding the instrument, (Dkt 26-5 and 26-11) or which of the three alleged versions he selected for what reasons, or how it stretches beyond the limits stated in the report to reach to the irrevocable, un-amendable Trusts, or how any of that relates to property belonging to an Estate.

34. The "Report" contains warped conclusions, and while paraphrasing the irrevocable and unamendable trust provisions, the "Report" ultimately determines that changes alleged to have been made by Nelva alone were proper, "unless it can be shown Nelva was incompetent". (Dkt 83-2 page 10)

35. The facts of record are that Nelva wrote to Candace Curtis in her own hand verifying that what Anita and Amy claim Nelva said and did (through the 8/25/2010 QBD) is "not true". (Exhibit 3)

36. Nelva was not incompetent, the laws of the Trusts do not allow changes to be made by Nelva alone, no court of competent jurisdiction changed the trusts, and Nelva's state of mind at the time changes were made is irrelevant.

VI. Amendment and Adoption by Reference

37. Pursuant to the authority provided by Federal Rule of Civil Procedure 10(b) and 15(a)(1), Plaintiffs hereby adopt and incorporate by reference into Plaintiffs' original complaint (Dkt 1), the Addendum of Memorandum and the pleadings subsumed therein, (Dkt 26) and all of Plaintiffs' Replies to Defendants' Motions, as if fully expressed in said Complaint, including but not limited to Docket entries 33, 34, 41, 45, 57, 61, 62, 65, 69, 85, 86, this reply, and the attached exhibits, as if fully expressed therein.

38. Plaintiffs further adopt and incorporate by reference all of the Defendants' Motions and pleadings, the claims stated therein and the exhibits attached, as exhibits in support of Plaintiffs' Complaint, including but not limited to Docket entries 19, 20, 23, 25, 30, 35, 36, 38, 39, 40, 53, 78, 79, 81, 83, and 84, as if fully attached as exhibits thereto.

VII. Conclusion

39. Plaintiffs have more than adequately pled person, enterprise, conspiracy, pattern and fraud with the necessary particularity, and with each response to Motions to Dismiss, Plaintiffs establish participation and continuity more fully.

40. Defendant may not assert opposing claims of fact under federal Rule 12(b)(6).

41. None of the Brunsting siblings are heir to the estates of Elmer or Nelva Brunsting, none have challenged either Will, and none have individual standing in the "Estates of Elmer or Nelva Brunsting". (Dkt 41-3 and 41-4)

42. Assets in the Brunsting inter vivos trusts are not assets belonging to any "Estate" and are not subject to probate administration. (Dkt 34-4) The Executor of the Estates has no standing to bring "Estate" claims relating to the inter vivos trusts in any probate court.

43. Curtis v Brunsting 4:12-cv-592 is a lawsuit involving only the Brunsting Trusts[7].

44. Upon the death of Elmer Brunsting the family trust not only became irrevocable, but it became unamendable, and the Decedent's Trust was created both irrevocable and unamendable. The only exception is "Court of Competent Jurisdiction". The Brunsting trusts could not even be decanted without court intervention and were not lawfully decanted, amended or revoked.

45. There is no 8/25/2010 QBD as a matter of law and nothing in the Lester report can be defended against the record of proceedings or the law of the trust.

46. Gregory Lester should be held to defend his "Report" under oath, just as all of these Defendants should.

WHEREFORE, Plaintiffs respectfully move this Honorable Court for an Order denying the Motion to Dismiss filed by Defendant Gregory Lester November 7, 2016. (Dkt 83)

Respectfully submitted,

November 27, 2016,

/s/Candace L. Curtis
Candace L. Curtis

/s/Rik W. Munson
Rik W. Munson

[7] Curtis v Brunsting 704 F.3d 406 (Jan. 2013)

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on this 27th day of November 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/Candace L. Curtis
Candace L. Curtis

/s/Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-cv-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

PLAINTIFFS' RESPONSE TO DEFENDANT DARLENE PAYNE-SMITH"S FEDERAL RULE OF CIVIL PROCEDURE 12(b)(1) and 12(b)(6) MOTION TO DISMISS

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I. Introduction

1. Plaintiffs filed 18 U.S.C. 1962(c) and 18 U.S.C. 1962(d) claims along with civil rights, common law breach of fiduciary and other claims on July 5, 2016.

2. On November 10, 2016, Defendant Darlene Payne-Smith filed a Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(1) and 12(b)(6) (Dkt 84).

II. Defendants Issues

A. Plaintiffs' Claims Should be Dismissed for Lack of Subject Matter Jurisdiction

1. Standard of Review

2. Plaintiffs' Purported Injuries are Speculative, Contingent and Not Ripe

3. Munson Has No Direct Stake in the Outcome of this Case and Lacks Article III Standing

4. Plaintiffs' State Law Non-Predicate Act Claims are Barred by Attorney Immunity.

B. Plaintiffs' Claims Should be Dismissed for Failure to State a Claim upon Which Relief May be Granted

1. Standard of Review

2. Plaintiffs Lack Statutory Standing under RICO

a. Plaintiffs Lack a Direct, Concrete Injury-in-Fact

b. Defendant Smith did not Proximately Cause Any of Plaintiffs' "Injuries."

3. Plaintiffs Have Failed to Plead the Substantive Elements of a Civil RICO Claim.

a. Plaintiffs Have Not Alleged the Existence of an "Enterprise,"

(i) "Probate Court No. 4" is Not a Legal Entity

(ii) Plaintiffs Have Not Alleged an Association-in-Fact Enterprise

b. Plaintiffs Have Not Alleged a "Pattern" of Racketeering Activity.

c. Plaintiffs Have Not Plausibly Alleged a Conspiracy Under § 1692(d)

4. Plaintiffs' Non-Predicate Act Claims Alleging Violations of Sections 1983, 1985 and 242 Should All be Dismissed.

a. Plaintiffs' Section 1983 Claim Should be Dismissed.

(i) Plaintiffs Do Not Identify Any Particular Constitutionally-Protected Rights

(ii) Plaintiffs Have Not Alleged State Action

b. Plaintiffs' Section 1985 Claim Should be Dismissed.

c. Section 242 Does Not Provide for a Private Right of Action.

III. STANDARDS OF REVIEW

3. Plaintiffs incorporate and adopt by reference the Standards of Review in Section II of their Reply (Dkt 33) to the Motions to Dismiss filed by Defendants Albert Vacek Jr. and Candace Kunz-Freed. (Dkt 19 & 20)

IV. PLAINTIFFS' ARGUMENT

Summary of Plaintiffs' Argument

4. An "Estate" is an abstraction of the mind that only exists in contemplation of rights in property. An "Estate" is not a legal entity and not a proper party to litigation. An estate can only act through its legal representative.

5. Fifteen Motions to Dismiss have been filed in this case and all fifteen motions claim "Probate Matter" or "Probate Case", yet there is not a single mention of the Wills of Elmer or Nelva Brunsting.

6. On January 12, 2005, the "Brunsting Family Trust" (Dkt 33-2) was restated. The Wills, signed at the same time, devise, bequeath and transfer all right, title and interest to property of any kind to the "Brunsting Trust". (Dkt 41-3 and 41-4)

7. Article III states in part:

> *"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, appraisement and list of claims as required by law."*

8. This list of acts was completed March 27, 2013 (Dkt 41-7) and "Probate" of the "Estates" was dropped from Calendar (Dkt 41-5 and 41-6) four days before Defendant Bobbie Bayless filed her "Probate Matter". (Dkt 33-6)

9. Carl's second application for letters testamentary was filed October 17, 2014, (Dkt 41-8) fourteen months after the Drop Order (Dkt 41-5 and 41-6), and five months after the remand of the "Trust Matter" from the federal Court.

The Assertion of Contrary Facts

10. In the second unnumbered paragraph on page 1 under "Introduction" Defendant makes the following fact claims:

> *"This is the most recent in a series of lawsuits involving the Brunsting siblings, all of which emanate from a state court probate proceeding, In re: Estate of Nelva E. Brunsting, which is pending under Cause No. 412.249 in Probate Court No. 4, Harris County, Texas (the "Brunsting Probate Case")."*

11. Defendant goes on to add an entire paragraph in footnote 1 adopting the adverse statement of facts contained in Vacek and Freed's Rule 12(b)(1) Motion to Dismiss. (Dkt 20)

12. However, Vacek and Freed's Rule 12(b)(1) Motion to Dismiss adopts the statement of facts in their Rule 12(b)(6) Motion to Dismiss (Dkt 19), but those claims of fact are adverse to those contained in the complaint and may not be considered under 12(b)(6).

13. In order to overcome the presumptions in favor of the Plaintiffs' claim of facts under 12(b)(1), a Defendant must support their claim of conflicting facts with matters outside the pleadings such as testimony and affidavits.

14. Defendant's claims of contrary facts are not cognizable under Rule 12(b)(1), as there are no affidavits or exhibits attached to Docket entries 19, 20 or 84, and there are no references to the record of any proceedings. Defendant's claims of contrary facts are not cognizable under

Rule 12(b)(1) or 12(b)(6). Moreover, the asserted facts are patently false and cannot be defended against the public record.

V. The History and Nature of the Claims as Documented In the Public Record

15. A properly supported history of the "*Series of lawsuits involving the Brunsting siblings*" begins with:

1. Candace Louise Curtis vs. Anita and Amy Brunsting and Does 1-100, CA 4:12-cv-592 filed TXSD February 27, 2012. The docket sheet for that case is attached as Exhibit 1.[1] The CA 4:12-cv-592 matter was dismissed sua sponte under the "Probate Exception to Federal Diversity Jurisdiction" March 8, 2012. (Exhibit 1 entry 13)

2. On March 9, 2012, Defendant Bobbie Bayless filed a Petition to take depositions before Suit in the Harris County District Court. (Exhibit 2)

3. On January 9, 2013, The Fifth Circuit Court of Appeals in Case Number 12-20164, issued a unanimous Opinion with Reverse and Remand, published Curtis v Brunsting et al, 704 F.3d 406. (Dkt 34-4) The Circuit Court held: 1) Candace Louise Curtis vs. Anita and Amy Brunsting and Does 1-100, CA 4:12-cv-592 is a lawsuit relating only to the administration of inter vivos trusts, 2) assets in an inter vivos trust are not property belonging to an estate, 3) the Brunsting Trusts were not in the custody of a state court, 4) was not subject to probate administration and, 5) did not come within the purview of the probate exception to federal diversity jurisdiction. (Dkt 34-4)

4. On January 29, 2013, Defendant Bobbie Bayless filed malpractice and breach of fiduciary claims against Vacek and Freed in the Harris County District Court in the name

[1] Plaintiff Munson's name appears at entries 9 and 38.

of "Carl Henry Brunsting Independent Executor of the Estates of Elmer and Nelva Brunsting. (Dkt 33-9)

5. On April 9, 2013, the Honorable Kenneth Hoyt issued an injunction in Candace Louise Curtis vs. Anita and Amy Brunsting, CA 4:12-cv-592, (Dkt 26-2) and on the same date, April 9, 2013:

6. Defendant Bobbie Bayless filed lawsuits against Anita, Amy and Carole Brunsting, and Candace Curtis, in Harris County Probate Court Number 4. This is the phenomenon Defendants refer to as "The Probate Matter". The "Probate Matter" docket sheets are attached as Exhibits 3, 4, 5 and 6.

7. Upon being named a Defendant in Bayless "Probate Matter' Carole retained Darlene Payne-Smith and on May 6, 2013 Payne-Smith filed a Counter suit against Carl Brunsting for interfering with Carole's "Inheritance expectancy".[2]

16. Carole Ann Brunsting has never had fiduciary duties in regard to the Brunsting Trusts.

17. Carole Brunsting held Nelva Brunsting's Medical Power of Attorney and her duties were to Nelva's personal and medical care. That role and the subsequent conduct of the Defendant "legal professionals" would be consistent with the unsuspecting sibling medical POA role in the classic hustle fully explained in "How to Steal your Family Inheritance". (Exhibit 7)

18. Plaintiff Candace Curtis has been obstructed from the performance of her fiduciary duties, and the pursuit of claims belonging to the Trusts, by Trustees de son tort, Anita and Amy Brunsting and these other Defendants in concert efforts.

VI. STANDING

19. Defendant Darlene Payne-Smith argues that the matter before the Court is:

[2] Harris County Probate Document No. PBT-2013-146160

"the most recent in a series of lawsuits involving the Brunsting siblings, all of which emanate from a state court probate proceeding, In re: Estate of Nelva E. Brunsting"

The Brunsting Wills

20. Every one of these Defendants argued that the RICO action before the Court stems from a "Probate Matter" pending in Harris County Probate Court No. 4, and yet not a single one of those Motions (Dkt 19, 20, 23, 25, 30, 35, 36, 39, 40, 53, 78, 81, 83 or 84) mentions the Wills of Elmer or Nelva Brunsting. (Dkt 41-3 and 41-4)

21. Not a single one of the Motions identifies an heir to any estate and not a single one of the Motions identifies any assets belonging to an "Estate".

22. The Will of Nelva Brunsting says in Articles II and III:

II.

"I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust;..."

"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."

III.

..."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, appraisement and list of claims as required by law."

23. Under 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."

24. The Fifth Circuit Court of Appeals did read the Wills and did determine that the only heir to the Estates of Elmer and Nelva Brunsting is "The Trust".

25. Plaintiffs find no indication that any of the Brunsting siblings have challenged either Will, and it would necessarily follow that neither Carl Brunsting, nor any Brunsting sibling, has individual standing in any administration of the "Estate of Nelva Brunsting", a.k.a. the "Brunsting Probate Matter". Let us look at that opening paragraph again.

> *"This is the most recent in a series of lawsuits involving the Brunsting siblings, all of which emanate from a state court probate proceeding, In re: Estate of Nelva E. Brunsting, which is pending under Cause No. 412.249 in Probate Court No. 4, Harris County, Texas (the "Brunsting Probate Case").*"

26. An "Estate", is not a legal entity but an abstraction that only exists in contemplation of rights in property, in whatever form. A Decedent's estate is the sum of the person's assets – legal rights, interests and entitlements to property of any kind' at the time of their death.

27. As noted by the Fifth Circuit and as can be seen in reading the Wills, the assets in the Brunsting Trusts are not assets belonging to either Founders Estate, and all of the Brunstings' interest in property, whether real or personal, had been appointed and transferred to the Trust at the time of the Restatement in 2005.

28. As the assets in the Brunsting Trusts are not property belonging to an estate, those Trusts are not subject to probate administration.

Gaming the Judicial Process

29. Defendant Bayless filed her suit in Harris County Probate No. 4, in the name of Carl Henry Brunsting "Individually and as Executor of the Estates of Elmer and Nelva Brunsting" raising only trust related claims, knowing the Brunsting Trusts were in the custody of a federal Court and that a federal Court had issued an injunction involving the Brunsting trusts that same day.

30. Having begun depositions before suit more than a year earlier and having read the Wills, Bayless knew or should have known that Carl Brunsting had no individual standing in the administration of any estate.

31. Bayless would also know that the trust, not being an asset belonging to any estate, would not be subject to probate and, as the Wills bequeath and direct all rights in property to "the Trust" to be disposed of under the terms of the trust, it would follow Bayless knew the estate had no right of claims relating to Trust assets. In any event, she had a duty to know.

VII. ENTER THE VEXATIOUS MULTIPLIER - DARLENE PAYNE-SMITH

32. Bayless' suit, brought in the name of Carl Brunsting individually, and in the name of the "Estate of Nelva Brunsting", involving exclusively trust related claims, names all four of the other Brunsting siblings defendants, including federal Plaintiff Curtis.

33. Carole retained Defendant Darlene Payne-Smith and rather than point out the obvious, that the "Estate" owned no property, had no property interests in the Brunsting Trusts, and that Carl, not being an heir, had no individual standing to bring any "Probate Matter", none-the-less filed a counter-suit against Carl Brunsting for tortious interference with "inheritance expectancy", which is an interest none of the Brunsting siblings have in the probate of any "estate".

34. The Brunsting trusts are the only real party in interest to all matters involving trust property, and all of the Defendants' Motion to Dismiss have confessed to what they are charged with, attempting to loot an inter vivos trust under the pretext of administering a probate estate. In the process they have multiplied the litigation and the injuries exponentially.

Motions for Distributions in "Estate of Nelva Brunsting"

35. After Defendant Jason Ostrom arranged a remand of the federal case of Curtis v Brunsting 4:12-cv-592 to Harris County Probate, he immediately filed an unauthorized "Second Amended Complaint" (Dkt 34-9) in "Estate of Nelva Brunsting" and followed with application for a distribution of $45,000 to pay his fees (Dkt 62-1), also in "Estate of Nelva Brunsting". That ridiculous excuse for litigation spawned a flurry of vexatious objections from all the other "Probate Matter' poser advocates.

36. Rather than point out the obvious, that there are no assets in the "Estate", all of the Defendant attorneys joined in with objections pointing to the trust this and the trust that, generating hundreds of pages, never once mentioning the wills, standing or identifying an heir. (Exhibits 8-10).

37. On page 1 and 2 of an objection to a second application for distribution filed by Defendant Ostrom in "Estate of Nelva Brunsting", Defendant Payne-Smith had these alleged fact assertions to offer: (Exhibit 8) (emphasis added)

> *"1. Plaintiff, acting pro se, first filed her suit against her siblings, Anita Brunsting and Amy Brunsting, regarding the Trust in United States District Court for the Southern District of Texas.*
>
> *Plaintiff's Petition was filed in federal court in bad faith, without just cause, and frivolously as Plaintiff knew there was already litigation pending in this Court on the same and/or similar Trust issues and involving the same parties and did so without representation to the detriment of everyone else involved in this case. Plaintiff's frivolous filing in federal court caused the other parties in this case to incur substantial unnecessary expenses defending against the suit, attending needless hearings in federal court on issues already before this Court, and responding to Plaintiffs relentless and unsuccessful attempts to represent herself. Plaintiff wasted so much time and money attempting to represent herself in federal court that she was ordered by federal Judge Kenneth M. Hoyt to obtain legal counsel."*
>
> *"2. On April 19,2013, Judge Hoyt enjoined the Trustees from disbursing any funds from any Trust accounts without the Court's permission. Plaintiffs suit was*

then transferred to this Court on June 4, 2014, pursuant to an Order of Remand entered by Judge Hoyt, and Plaintiff amended her Petition to include Carol Brunsting as a defendant. The injunction stands to this day."

VIII. RICO - INJURY IN FACT, PROXIMATE CAUSE AND STANDING

February 2012 to August 2014 in the Federal Court

38. Plaintiffs are informed and believe that an estimated $20,000 in fees were paid to attorneys by Brunsting interests, in connection with the federal case of Curtis v Brunsting 4:12-cv-592, between February 2012 and the August 2014 mediation.[3]

February 2012 to August 2014 in State Courts

39. Plaintiffs are informed and believe that a very rough estimate of state court claims related fees incurred during this period, based on figures thrown out at the mediation in August 2014, $225,000 to Bayless from Carl's pocket,[4] $37,000 to Mills Shirley paid from the trust – 1/5 of which was Curtis' property and, at a minimum, $30,000 more from each sibling during this same period of time, most likely on credit terms.

August 2014 to December 2016:

40. The estimated totals for state court actions between February 2012 and August 2014, as shown above, is approximately $412,000. That is approximately $13,733 per month for that thirty month period.

41. If we use that value as the basis and multiply by the 28 months between August 2014 and December 2016, our total for that period equals approximately $384,533.

[3] These numbers do not reflect the federal appeal.

[4] Carl Brunstings' Deposition testimony (Exhibit 11 Carl deposition page 78 line14)

42. Thus, the total estimated attorney fees for the "Probate Matter", which includes the Harris County District Court case, is $796,533. While grossly underestimated, this figure is more than absurd considering that nothing substantive was accomplished in any state court.

Injuries to Plaintiffs Curtis and Munson, are both Personal and Pecuniary

43. When Plaintiff Curtis was forced to file a pro se lawsuit in the Southern District of Texas to defend her rights in property from her sisters Anita and Amy Brunsting, She had to pay the filing and service of process fees. Neither Munson nor Curtis had ever filed a lawsuit in any court, but they did the best they could under the circumstances.

44. After the "breach of fiduciary" action was dismissed, Plaintiffs were forced to file a Fifth Circuit Appeal. Neither Munson nor Curtis had ever filed a federal appeal, did not know the process or the rules and neither knew anything about the probate exception. Plaintiffs thus agreed that one had to work to bring home the bacon and one would have to study, inform, write, and teach or in other words, "pull the plow".

45. Curtis agreed that she had the more dependable income and would perform the bread winner function and that Munson had the better understanding of legal concepts and was thus the better suited to the legal research and writing function.

46. Munson was working at the time as both a performing artist and as a Systems Engineer, providing network support for the same Company where Plaintiff Curtis is employed as an accountant. Munson was eventually forced to resign from the network management obligations to focus on protecting Plaintiff Curtis' property interests.

47. There are three conditions in the American system of jurisprudence where an opposing party can be awarded attorney fees under 28 U.S.C. §1927. First, a party who preserves or recovers a fund for the benefit of others (common fund) may recover attorneys' fees from the

fund or from the other parties who benefit from the fund.[5] Second, a party may recover attorneys' fees from an opposing party when the opposing party or the opposing party's attorney has disobeyed a court order,[6] and third, a party may recover attorneys' fees from an opposing party when the opposing party acts in bad faith.[7] All three of these criteria are met in this case.

48. If not for the conduct complained of against Vacek & Freed there would have been no litigation and if not for the participatory conduct of the rest of these defendants the legitimate Trust litigation would have long since been resolved.

49. The Honorable Kenneth Hoyt observed at the injunction hearing April 9, 2013, (Dkt 26-7, page 35 and 36) all that was needed to resolve the trust dispute was to distribute the assets to the beneficiaries, despite Defendants argument that the state court lawsuits were an obstacle to that end.

50. Given that Defendants, Anita and Amy Brunsting have clearly failed to honor the obligations of the office of trustee, are accused of malfeasance in the conduct of trust business, have conflicts of interest, and have refused or otherwise failed to pursue claims belonging to the Trusts, Plaintiff Curtis has assumed her proper station as successor trustee, in law and in fact.

51. Plaintiffs Curtis and Munson, through their active defense of the Brunsting Trust interests and the pursuit of claims belonging to the Brunsting Trusts have assumed the vacant office and are entitled to recover fees and costs.

IX. AMENDMENT AND ADOPTION BY REFERENCE

52. Pursuant to the authority provided by Federal Rule of Civil Procedure 10(b) and 15(a)(1), Plaintiffs hereby adopt and incorporate by reference into Plaintiffs' original complaint (Dkt 1),

[5] Mills v. Electric Auto-Lite Co., 396 U.S. 375, 390-97 (1970). The Supreme Court in Mills defined the term "common fund" as a fund for the benefit of an entire class, such as an estate.
[6] Toledo Scale Co. v. Computing Scale Co., 261 U.S. 399, 426-28 (1923); see Alyeska,421 U.S. at 258 (noting that award of attorneys' fees may be part of sanction imposed on party or party's attorney for disobeying court order).
[7] Alyeska Pipeline Serv. Co. v. Wilderness Society, 421 U.S. 240, 257-59 (1975)

the Addendum of Memorandum and the pleadings subsumed therein, (Dkt 26) and all of Plaintiffs' Responses to Defendants' Motions, as if fully expressed in said Complaint, including but not limited to Docket entries 33, 34, 41, 45, 57, 61, 62, 65, 69, 85, 86, 87 and this response, as if fully expressed therein.

53. Plaintiffs further adopt and incorporate by reference all of the Defendants' Motions and pleadings, the claims stated therein and the exhibits attached, as exhibits in support of Plaintiffs' Complaint, including but not limited to Docket entries 19, 20, 23, 25, 30, 35, 36, 38, 39, 40, 53, 78, 79, 81, 83, and 84, as if fully attached as exhibits thereto.

X. CONCLUSION

54. As of the filing of this response, the Complaint consists of the entire record before the Court and those Public Records this Honorable Court has been respectfully requested to take judicial notice of under Federal Rule of Evidence §201.

55. The Complaint contains satisfactory allegations with sufficient evidentiary support for the court to conclude 1) predicate acts have been articulated that establish a pattern of racketeering activity, 2) the Probate Court is both the enterprise and a victim of the racketeering conspiracy, 3) Legitimizing the theft of Brunsting Trust assets was the object of the racketeering conspiracy, 4) Defendants each participated in furthering the success of the racketeering conspiracy 5) Plaintiffs were injured in their business and property interests directly and proximately caused by the racketeering conspiracy 6) the racketeering activity is ongoing and continuous and the Brunstings are only one of many families victimized by the racketeering activities, 7) without the intervention of this Court the conduct complained of will continue unabated and other members of society will suffer injury directly and proximately caused by the same persons, the same racketeering conduct and 8) Plaintiffs claims are over-ripe for remedy.

56. Plaintiffs have sufficiently pled that:

(1) defendants:

(2) through commission of two of the enumerated predicate acts,

(3) which constitute a "pattern" of

(4) "racketeering activity,"

(5) directly or indirectly participates in the conduct of

(6) an "enterprise,"

(7) the activities of which affect interstate or foreign commerce, and that

(8) Plaintiffs have been injured in their business and property interests by reason of such conduct.

57. It has already been shown that participants need not have personally committed any predicate acts and that aiding and abetting by providing substantial assistance to the perpetrators in furtherance of a racketeering conspiracy is sufficient.

Wherefore, Plaintiffs move this Honorable Court for an Order denying the Rule 12(b)(6) and Rule 12(b)(1) Motion to Dismiss filed by Defendant Darlene Payne-Smith filed November 10, 2016, and hold to answer.

Respectfully submitted, December 1, 2016

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on this 1st day of December, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Rik W. Munson
Rik W. Munson