

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

January 27, 2011

Ms. Anita Kay Brunsting, Trustee
203 Bloomingdale Circle
Victoria, Texas 77904

Re: The Brunsting Family Living Trust

Dear Ms. Brunsting:

For your benefit, we have outlined in this letter the terms of our engagement, the services we will be providing to you, and our firm's billing practice. You will want to keep this engagement letter for future reference regarding this matter.

Terms of Engagement

We will make all requested updates to your mother's existing plan. All documents prepared will be billed according to our firm's standard fees for said documents. If any real estate deeds need to be recorded, the county clerk's filing fees will be billed as an expense and as they are incurred.

Legal Fees

It is our firm's practice to document our representation of clients and to confirm our fee arrangement with them. In this regard, please be advised of the following:

1. **Criteria.** Our firm's fees are based on the criteria considered as a guide in determining the reasonableness of the fee as specified in the Attorney Code of Professional Responsibility, as adopted by the Texas Supreme Court. These criteria include the time and labor required for tasks performed; the difficulty, novelty or complexity of the problem presented; the skill required to perform the tasks in a professional manner; the time constraints imposed by the client or the nature of the matter; the fee customarily charged in the community for similar services; the amount involved and the results obtained for the client;

and the experience, reputation and ability of the lawyer or lawyers performing the services.

2. **Fee.** Administration for the Trust, including phone calls, written communications, and meetings, will be performed at the hourly rates as listed below:

Susan S. Vacek	\$300.00
Candace L. Kunz-Freed	\$200.00
Bernard L. Mathews, III	\$200.00
Legal Assistant	\$90.00

Copies made and faxes received will be billed at \$0.20 per a page.

If a formal probate procedure is required for your father's Pour-Over Will, an legal probate fee plus filing fees and expenses will be added to our standard fee. The probate matter will be further discussed in a separate engagement contract, if it becomes necessary.

If at any time and for any reason during this engagement, you as the client and Trustee, or we as VACEK & FREED, PLLC, choose to terminate legal services, under the absolute discretion of the attorney handling the administration of this Trust, you will be billed at the hourly rate of the attorney and/or staff, as the case may be, for work produced to the date of termination of services. "Work produced" will include but not be limited to, all documents produced by the legal assistant(s) and/or reviewed by the attorney(s); compilation and/or review of asset information for asset valuation purposes, including copies at \$0.25 per a copy; and communications via telephone, e-mail and/or written correspondence to you. A final statement that includes the hourly fees for the above will be provided to you along with any original documents we have in our files.

3. **Billing Procedure.** We request no retainer at this time. You will, however, receive monthly or periodic statements during the administration period, and billing and expenses will be included on these statements.

In the event additional services are required beyond what we have initially discussed, we will take no further action until you have been notified and additional fees to cover such additional services are mutually agreed upon.

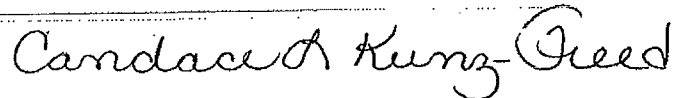
Remember, as the Trustee, you continue to have a fiduciary duty to the beneficiaries of the Trust, including the remainder beneficiaries of the Trust, to maintain trust assets as a prudent investor by considering the purposes, terms, distribution requirements, and other circumstances of the Trust. As Trustee, you should continue to exercise reasonable care,

skill, and caution in fulfilling these responsibilities and always act in the best interest of the beneficiaries.

The terms of this engagement as outlined above are guaranteed for **thirty (30) days from the date of this letter** (herein referred to as the "engagement guarantee period"). To ensure the terms and rates discussed herein, the signed "law firm copy" of this engagement letter contract must be received in our office before the end of the engagement guarantee period. You are hereby given notice that after the end of the engagement guarantee period, the terms and rates of engagement are subject to change according to the discretion of VACEK & FREED, PLLC. Should you wish to engage our firm after the expiration of the engagement guarantee period, you must contact our firm to speak with me directly. A new engagement letter contract or addendum may be required. Such determination will be made at that time.

We will begin working on your engagement only upon receipt of the executed copy of this engagement contract.

Very truly yours,



Candace L. Kunz-Freed

AGREED AND ACCEPTED on

Feb. 7, 2011



ANITA KAY BRUNSTING, Trustee

CLF/sp