



VACEK & FREED, PLLC

Houston Trusts & Estates Lawyer Vacek & Freed Home  
Contact Harris County, Texas Estate Planning Attorney Vacek & Freed

- HOME
- ABOUT US
- LEGAL TEAM
- PRACTICE AREAS
  - ESTATE PLANNING
  - ESTATE ADMINISTRATION
- SEMINARS & WORKSHOPS
- CLIENTS ONLY
- CONTACT US

[Home](#) > [About Us](#)

## About Us

### Mission Statement



Every day, in every way, we strive to be the very best team of estate planning professionals dedicated to providing peace of mind for our clients. We are committed to building and maintaining a lifetime relationship with each and every client based on integrity, honesty and exceptional service. Through this and more, we will positively enrich the lives of countless individuals and their loved ones in our community.

### Supporting Our Community



Vacek & Freed, PLLC was a proud sponsor of three evenings of family entertainment under the stars and supporters of Katy area businesses! The Party on the Plaza at the Villaggio Town Center was held June 11, 18 and 25, 2009. Visit our [seminar listings](#) to learn when we will next host free Lunch and Learn Seminars in Katy!



Vacek & Freed, PLLC was proud to underwrite the 2nd Annual Mad Hatter Spring Luncheon and Fashion Show, benefiting the programs of Fort Bend Seniors Meals on Wheels. Featured models include the 5 year old, twin daughters of our own Attorney Candace Freed. [Click here for additional photos of the event.](#)



We embrace this program which provides hot meals, hurricane supplies, emergency shelf stable meals, and community centered programs for the homebound, frail and elderly, Senior citizens in our neighborhoods.

We're happy to share more about this wonderful organization with you. Give us a call!

### **About our Firm**

#### ***Where your Trust is our Business.***

As a team, we at Vacek & Freed, PLLC are engaged in rendering services in estate planning and estate settlement for our clients. In the last 24 years, our firm has planned estates for over 9,000 people and handled more than 2,000 Trust Administrations.

**Our core** values include quality legal work, expedited service and a professional but personal relationship with our clients. Our goals include saving clients fees and death taxes, avoiding the court system, and protecting assets from litigation.

Our firm is conveniently located on the west side of Houston, Texas, just west of the Sam Houston Tollway/Beltway 8 on the Katy Freeway (between Kirkwood and Dairy Ashford). We have many clients in the Houston area, around Texas and abroad.

We have clients in the following Communities: Katy, Spring, Cypress, Tomball, Baytown, Pearland, Kingwood, Woodlands, Sugar Land, Richmond, Conroe, and Clear Lake.

## PRACTICE AREAS

- **Estate Planning**
- **Estate Administration**

## NEWSLETTER

 **Sign up for our Email Newsletter**

Privacy by  **SafeSubscribe<sup>SM</sup>**  
For Email Newsletters you can trust

## CONTACT US

Name:  Email:  Phone:  Message:

**11777 Katy Freeway, Suite 300 South, Houston, Texas 77079 Local: 281-531-5800 Toll Free: 1-800-229-3002 Fax: 281-531-5885 Email: <mailto:consult@vacek.com>**

- [Home](#)
- [Disclaimer](#)
- [Site Map](#)
- [Contact Us](#)

Houston Trusts & Estates Lawyer Vacek & Freed Home  
Contact Harris County, Texas Estate Planning Attorney Vacek & Freed

Copyright © 2012, Vacek & Freed, PLLC  
[Justia Legal WebSite Design](#)



**THE  
BRUNSTING FAMILY  
LIVING TRUST**

*Prepared By*

Albert E. Vacek, Jr.

Law Offices of Albert E. Vacek, Jr., P.C.

11757 Katy Freeway      Suite 840  
Houston, Texas 77079

Telephone: (713) 531-5800

©Albert E. Vacek, Jr.  
All Rights Reserved

# **Table of Contents**

## *Introduction*

**Article I            The Founding of Our Family Living Trust**

**Article II           Transfers of Assets to Our Trust**

**Article III          Our Right to Amend or Revoke This Trust**

**Article IV          Our Trustees**

## *Distributions From Our Trust*

**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**

**Article XI          Protection of Beneficial Interests**

**Article XII         Our Trustees' Powers and Authority**

*General Matters*

**Article XIII**      **Definitions**

**Article XIV**      **Miscellaneous Matters**

# **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:

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

All references to 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:

<u>Beneficiary</u>	<u>Share</u>
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 Decedent 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:

<u>Beneficiary</u>	<u>Share%</u>
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", "settlers" 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

FIRST AMENDMENT 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, hereby amend the said Trust, as follows, to-wit:

1. Article VI of the said Trust entitled "For So Long As We Both Shall Live" is hereby amended so that from henceforth Article VI shall include Section D entitled "Residence Homestead" as set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article X of the said Trust entitled "Upon the Death of the Survivor of Us" is hereby amended so that from henceforth Article X is replaced in its entirety with the Article X set forth in Exhibit "B" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

3. Article XI of the said Trust entitled "Protection of Beneficial Interests" is hereby amended so that from henceforth Article XI shall include Section E entitled "Application to Founders" as set forth in Exhibit "C" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

4. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

5. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 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 THIS the 30th day of April, 1999.

  
ELMER H. BRUNSTING,  
Founder and Trustee


  
NELVA E. BRUNSTING,  
Founder and Trustee

EXHIBIT "B"

Article X

Upon the Death of the Survivor of Us

Section A. Outstanding Indebtedness of a Beneficiary

Upon the death of the surviving Founder, any amount due and owing by ANITA KAY RILEY which is secured by a lien against real property shall be forgiven and such amount shall constitute a portion of the trust share of ANITA KAY RILEY, as set forth in the Sections of this Article which follow.

Section B. 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:

<u>Beneficiary</u>	<u>Share</u>
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

SECOND AMENDMENT 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, hereby amend the said Trust, as follows, to-wit:

1. Article V of the said Trust entitled "Insurance Policies and Retirement Plans" is hereby amended so that from henceforth Article V shall include Section C entitled "Special Provisions Pertaining to Tax-Deferred Trust Assets" as set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article IX, Section D of the said Trust entitled "Termination of the Decedent's Trust" is hereby amended so that from henceforth Article IX, Section D is replaced in its entirety with the Article IX, Section D set forth in Exhibit "B" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

3. Article XII, Section M of the said Trust entitled "Termination and Distribution of Small Trust" is hereby amended so that from henceforth Article XII, Section M is replaced in its entirety with the Article XII, Section M set forth in Exhibit "C" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

4. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

5. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, together with the provisions contained in the First Amendment dated April 30, 1999, 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 5th day of June, 2001.

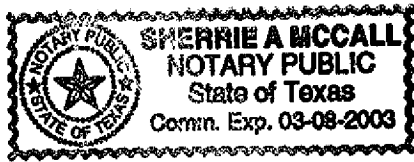
  
ELMER H. BRUNSTING,  
Founder and Trustee

  
NELVA E. BRUNSTING,  
Founder and Trustee



THE STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th day of June, 2001, by  
ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.



*Sherrie A. McCall*  
Notary Public, State of Texas

*2nd Amendment*

EXHIBIT "A"

**Article V**

**Insurance Policies and Retirement Plans**

**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 "qualified 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 Founder 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.

**EXHIBIT "B"**

**Article IX**

**Administration of the Decedent's Trust**

**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.

**EXHIBIT "C"**

**Article XII**

**Our Trustees' Powers and Authority**

**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.

AMENDED AFFIDAVIT OF TRUST

1. The following Trust and the Second Amendment to the Trust are the subject of this Affidavit:

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

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

Names: ELMER H. BRUNSTING  
NELVA E. BRUNSTING

Address: 13630 Pinerock  
Houston, Texas 77079

3. The Trust and the Second Amendment to the Trust are currently in full force and effect.
4. Attached to this Affidavit and incorporated in it are provisions of the Second Amendment to the Trust as in Exhibit "A" evidencing the power of a Trustee to terminate a small trust.
5. The signatories of this Affidavit are the currently acting Trustees of the Trust.
6. The signatories of this Affidavit declare that the foregoing statements and the attached Trust provisions are true and correct as amended by the Second Amendment to the Brunsting Family Living Trust under penalty of perjury.
7. This Affidavit is dated June 5, 2001.

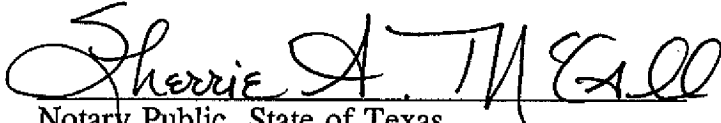
  
ELMER H. BRUNSTING, Trustee

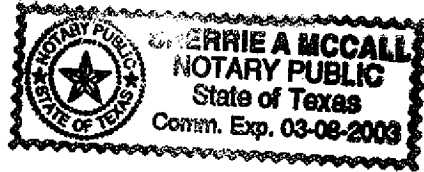
  
NELVA E. BRUNSTING, Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Amended Affidavit of Trust was acknowledged before me on June 5, 2001,  
by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees.

Witness my hand and official seal.

  
Notary Public, State of Texas





*Amend  
Affid*

EXHIBIT "A"

**Article XII**

**Our Trustees' Powers and Authority**

**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.



## *THE LIVING TRUST*

This section contains a signed duplicate original of your Living Trust Agreement. Your Living Trust is a legal document which authorizes you, as trustee, to manage and control trust assets during your lifetime. During any period of disability and after your death, your successor trustee will manage and control the trust assets according to the specific instructions in your trust.

**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

©Albert E. Vacek, Jr.  
All Rights Reserved

SUMMARY  
OF  
THE BRUNSTING FAMILY LIVING TRUST

NAME OF TRUST:

THE BRUNSTING FAMILY LIVING TRUST

DATE ESTABLISHED:

October 10, 1996

INITIAL TRUSTEES:

ELMER H. BRUNSTING  
NELVA E. BRUNSTING

SUCCESSOR TRUSTEES:

First, CARL HENRY BRUNSTING  
Second, AMY RUTH TSCHIRHART  
Third, CANDACE LOUISE CURTIS

TITLE TO ALL ASSETS IN THE TRUST ARE VESTED IN THE NAME OF:

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

THIS SUMMARY IS NOT PART OF THE TRUST

**THE BRUNSTING FAMILY LIVING TRUST**  
**ELMER H. BRUNSTING      NELVA E. BRUNSTING**  
 Co-Trustees

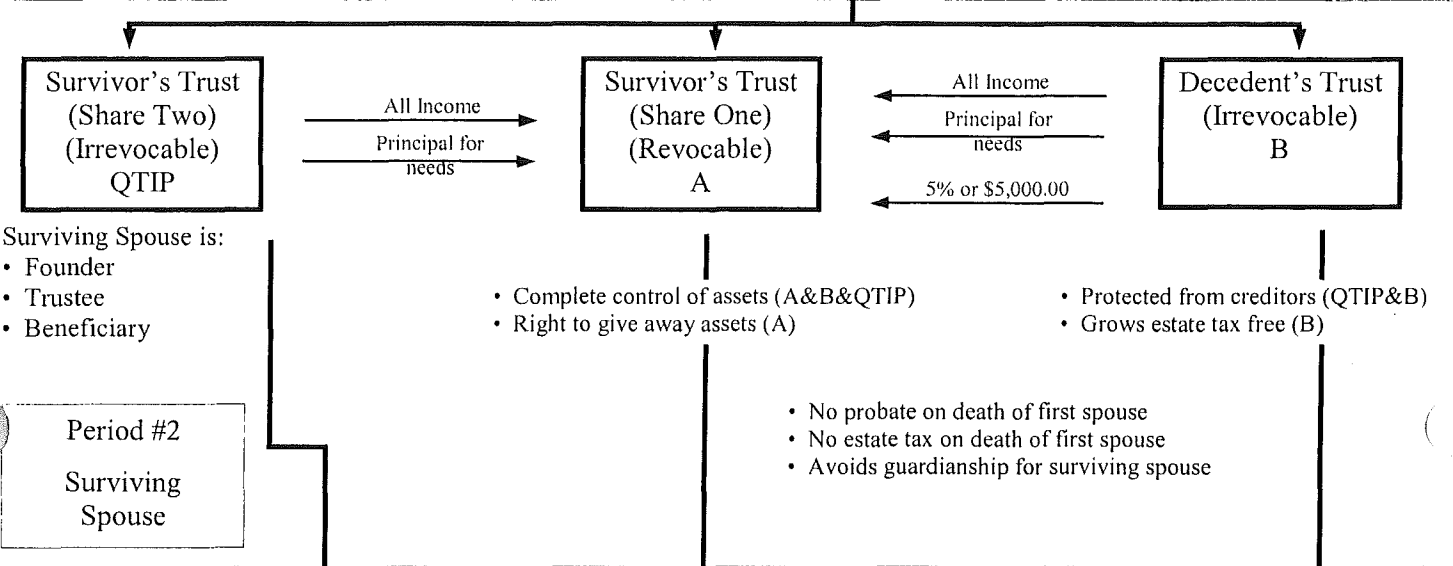
Period #1  
 Both Spouses  
 Living

- Husband & Wife are:
- Founders
  - Trustees
  - Beneficiaries

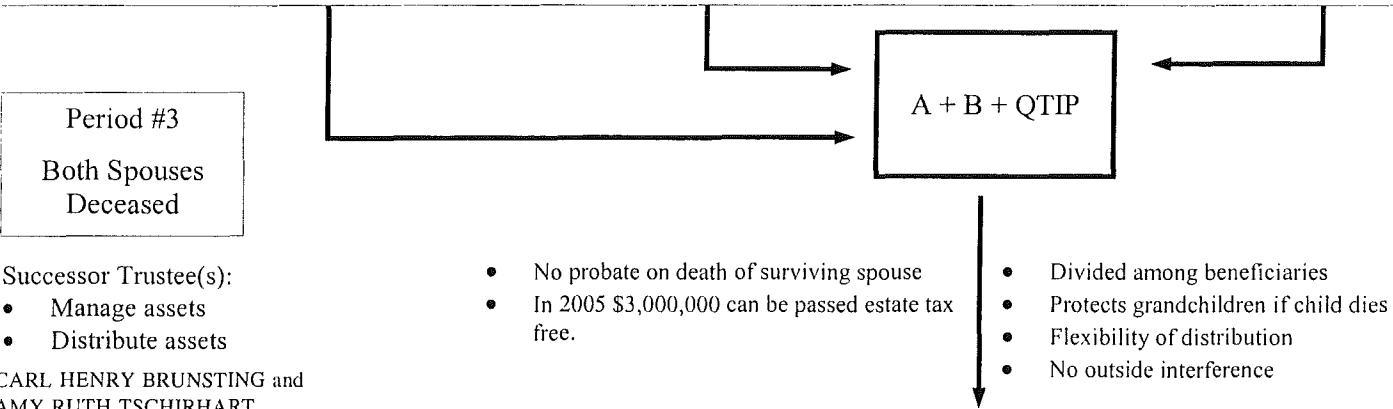
- Complete control of assets
- Avoids guardianship

- Can be amended or revoked
- No change in income taxes

**DEATH OF FIRST SPOUSE**



**DEATH OF SURVIVING SPOUSE**



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

## IMPORTANT REMINDER

Your Living Trust will only control property which has been transferred into the name of the Trust. If property is not in the name of your Trust, it may be subject to guardianship and probate court proceedings, and may not pass according to your estate plan. All assets should be identified by listing them on the Schedules in the section entitled, "Title Transfer Documents". Copies of correspondence and documents of ownership for Trust assets should also be placed in that section.



# Table of Contents

## *Introduction*

- Article I**            **Our Family Living Trust**
- Article II**           **Transfers of Assets to Our Trust**
- Article III**          **Our Right to Amend or Revoke This Trust**
- Article IV**          **Our Trustees**

## *Distributions From Our Trust*

- 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**



**Article XI**            **Protection of Beneficial Interests**

**Article XII**           **Our Trustees' Powers and Authority**

*General Matters*

**Article XIII**        **Definitions**

**Article XIV**        **Miscellaneous Matters**

# 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:

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

All references to 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:

<u>Beneficiary</u>	<u>Share</u>
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", "settlers" 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

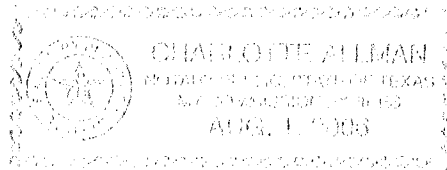
THE STATE OF TEXAS

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





**From:** [Nelva Brunsting](#)  
**To:** [Anita K Brunsting](#)  
**Date:** Sunday, December 31, 2006 11:10:41 AM

---

Since you know my e-mail address you may want to log in and see what I wrote Amy yesterday. I don't know if it will do any good or make things worse but I've had it.



**From:** [Nelva Brunsting](#)  
**To:** [Anita Brunsting](#)  
**Subject:** RE:  
**Date:** Monday, April 02, 2007 8:39:01 PM

---

I had to quick send the e-mail this afternoon because Dady came in an would hae wondered what it was all about. Doggone, I've just got to find a gasket somewhere. that's my original pressure cooker of 60 years ago!! The pink rocker is yours. It's going down in writing. I've got to have anothr talk with Carl sometime. I'm going to ask each of you what you would like in particular and put it in writing so there will be no argument. The rest of the things I guess you'll just have to divvy up. Not that there is anything of particular value, except maybe the bookcase which cost Daddy \$20 bucks to begin with. If more than one wants it I guess you'll just have to draw straws or maybe bid on it an the highest bidder gets it. I have'nt asked Candy what she would like. I know she likes the doilies and I have sent her some already. Carol will get her bedroom set that is in her room for sure. I don't know what else she is interested in. She got a lot of Grandma Brunsting's knickknacks that I really think were supposed to be divided. But it all comes down to just stuff anyway! Your Madam Alexander doll is still here too which brings to mind my doll buggy. I don't know who would want that but it's a nice one. I also still have my blackboard I got when I was a kid. Boy, I had a good time with that!! Amy is supposed to get the figurines that we gave Grandma Rensink and the lute she made. This will also go down in writing. By-the-way, we get a refund from Iowa this year. It was more than enough to pay for the tax but I said I would just send a check and they could deposit the rest for us. Our fed. tax is lower too this year, thank goodness. Boy, I wish we had had our new broker long ago. Then he wouldn't have advised selling Citigroup which gave us such a big tax last year. So you kids are just going to get that stock along with what else there will be.

**Anita Brunsting** <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)> wrote:

I couldn't find one any longer for grandma's pressure cooker so I had to buy a whole new pressure cooker. As far as the dog picture, this reminds me of that caretaker of Grandma Brunsting's who had her eye on grandma's things. Yes, I'd like the dog picture - I helped to find the restorer, helped to pay for the framing and frankly I enjoy needlework, and another frankly, Drina doesn't have memories about it hanging in her grandmother's house - frankly I'm a little p.o.'d about their whole attitude. They act like a bunch of snots and then come in expecting all their wishes to be granted. In my mind, inlaws have no business in our family's estate, and if their feelings are hurt well then tough toe-nails - that's one reason I was a little leary of Carl being executor because we're afraid that when it all comes down to it that Drina will lead him around by the nose. I agree w/ him tho' that certain things should be spelled out in the will. The only other thing that I'd like is that pink rocker upstairs - I've always liked that one - but if someone else wants it, that's fine.

---

**From:** Nelva Brunsting [mailto:[elmernelva@sbcglobal.net](mailto:elmernelva@sbcglobal.net)]  
**Sent:** Monday, April 02, 2007 10:19 AM  
**To:** Anita K Brunsting  
**Subject:**

Do you have any idea where or how I can get a new gasket for the pressure cooker?

**From:** [Nelva Brunsting](#)  
**To:** [Anita Brunsting](#)  
**Subject:** RE:  
**Date:** Thursday, April 05, 2007 6:48:19 AM

---

I just never thought we had anything worth fighting about!!!

**Anita Brunsting** <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)> wrote:

All this that you're going thru w/ us kids makes me glad that I only had 2! Ha!

---

**From:** Nelva Brunsting [mailto:[elmernelva@sbcglobal.net](mailto:elmernelva@sbcglobal.net)]  
**Sent:** Tuesday, April 03, 2007 10:45 PM  
**To:** Anita Brunsting  
**Subject:** RE:

o.k. the buggy is yours too if noone else wants it. You can always set some plants or pillows in it and of course your Madame Alexander doll. I know Carole still thinks she wants the farm but I have decided that if Rich Beyers ever retires and someone wants to buy it I'll sell the land, that is if Daddy agrees or isn't here. That's the most even way to divide the land. I'll have to have a talk with Carole too I guess. All these high level conferences! I feel like G.W.!! I would sure like to get out to see the flowers some time before they're thru. Maybe Daddy and I will go sometime next week. They're coming on the 13th to lower the back end of the house. Carole reminds me a little of Aunt Margaret. Congrats to Katie and Luke!!! That's great!! Wish we could hear them sometime. Did I tell you that Dad fixed the toaster the other day? It burned out and I was ready to go buy another but he fixed it!!

**Anita Brunsting** <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)> wrote:

Just put me down for the dog picture and the rocker - I'll take the doll buggy if no one else wants its - it is a classic. I think you need to talk to Carole too, because she's still got her heart set on the farm and if it's divided evenly among the 5 of us, I know for sure that Carl and Candy would want to sell their share, but I know Carole won't be able to afford to buy us all out. Just thought I'd give you a heads up on that one - I thought she had come around to the fact that she probably won't be able to get the whole thing - she seemed to finally wise up about some things after her retirement from HP (like all the money she wasted on all those horses) and I thought she had come around about the farm, but she just mentioned it again at Christmas. Please don't let this stress you out too much - you can't please everybody.

I just looked at my old pressure cooker (Grandma B's) and I took the gasket out of it - it looks pretty good - I think this one is exactly like yours - so I could send you this one if you'd like (just the gasket I mean).

Katie made Symphonic band for next year - both the kids will probably go to a band camp somewhere this summer - we're not really going on a vacation this year because I'm trying to finish my last 3 classes this summer. Luke's doing great at going to the Y - he really likes his trainer - I think he's a good mentor for him. I'm trying to keep up w/ the weeds in my backyard gardens.

We went looking at wildflowers last weekend, but I think I went too early - not much blooming in full yet - we may drive up towards La Grange on Good Friday - that's

**Chron** <https://www.chron.com/news/houston-texas/article/Questions-allegations-surround-Texas-probate-1838633.php>

# Questions, allegations surround Texas probate courts

Observers say Harris County has most flagrant cases

By **Lise Olsen** Published 5:30 am, Sunday, June 24, 2007

ADVERTISEMENT



IMAGE 1 OF 4

"If the judge has the wrong motives, you are going to have problems," says William C. McCulloch, Harris County's senior probate judge. He said one reason he uses very few lawyers - about 10 got more than 60 ... [more](#)

A **Houston Chronicle** investigation of hundreds of records and thousands of court-ordered payments, as well

as interviews with judges and lawyers, found evidence of questionable billings and favoritism in Texas probate courts – with the most troubling examples in Harris County.

The Chronicle documented cases in which probate judges allowed appointees to charge more than \$200 an hour for nonlegal work, including selling cars, visiting pawnshops and arranging to get the lawn mowed.

Earlier this year, one Harris County judge approved paying \$1,000 in fees to a lawyer for attending her ward's funeral and burial.

In several complex cases, judges approved unusually high fees as well as questionable deals and expenditures, the newspaper found.

---

## Latest Houston & Texas News

Now Playing

**March For Our Lives Houston...**

Karen Warren & Melissa Phillip/Houston Chronicle

**Crazy Azz Criminals for March 23, 2018...**

Fox 26 Houston

**How depression affects heart health...**

Fox 26 Houston

**Houston Dash open season on March 25...**

Fox 26 Houston

Statewide, 2,000 lawyers report they primarily practice probate law. But, according to a Chronicle analysis of approved court fees over three years, a handful of attorneys handled the most lucrative probate court deals.

ADVERTISEMENT

The Texas Code of Judicial Conduct says judges should avoid "favoritism and nepotism." Jurists are further instructed to avoid regularly conducting business with those likely to appear in their court.

Yet the Chronicle found top probate-court appointees in Texas included a judge's son, ex-probate judges and ex-court employees, judges' campaign treasurers, judges' close friends, former law firms and investment partners.

**Related Stories**

**Fees paid to probate lawyers unreported**

**Harris County probate fees provide bonanza for some lawyers**

Statewide, many judges agree that their biggest appointments go to a handful of attorneys. But several said that by using a small, well-known group of appointees, they can better protect vulnerable individuals and families who seek help in their courts.

ADVERTISEMENT

# Divorce Records

Marital Status Available [persopo.com](http://persopo.com)

# 1 Worst Carb After Age 50

Here is 1 carb you must avoid if you struggle with weight gain. [healthplus50.com](http://healthplus50.com)

The Texas Code of Judicial Conduct does not spell out what kind of favoritism is prohibited. Though judges agree they cannot appoint their own wives or children, the rules on other relationships are less clear. Review comes only if a judge receives a rare formal complaint.

In the past decade, only one sitting probate judge has been disciplined for appointing friends or family, **Probate Judge Don R. Windle** of Denton County, who was reprimanded last year for appointing his wife and his investment partner.

## Intersecting

In probate court, professional association and financial benefit often intersect.

Lawyers and accountants who do probate work depend on judges to assign them cases that will pay substantial fees, sometimes hundreds of thousands of dollars. And probate judges rely on many of those same lawyers and accountants to financially support their campaigns when it's time to run for re-election.

The practice is legal and common, though critics counter that it creates an appearance of impropriety and favors those who contribute to judges.

## Campaign contributions

In Harris County, the Chronicle analysis shows, those who got the most business in probate cases contributed tens of thousands of dollars for the 2006 judicial races.

Two Harris County probate judges raised more than \$100,000 for last year's election, though they had no opponent. Both said they did so to discourage potential challengers.

One, **Russell Austin**, used part of that money to pay his ex-wife, who served as his treasurer, a 20 percent commission on her fundraising activities.

Another, **Mike Wood**, used contribution money to buy a \$2,000 aquarium for his new office. Wood, who spent more than almost any other judge running in Harris County last year, also used campaign funds to pay thousands in cell-phone bills, Houston club fees and trips — permitted officeholder expenses under campaign laws.

According to Harris County records, he travels more than twice as much as any other probate judge, visiting resorts in Alaska, California, New Mexico and other states with campaign and county funding.

A few judges have used top-paid appointees as their campaign treasurers, including Judge **Nikki DeShazo** of Dallas County, who still does, and Austin of Harris County, who no longer does.

Both say the practice is legal and see no conflicts.

## Judges are the monitors

Most probate matters zip through the courts, generate little controversy and cost \$500 or less. Complaints mostly come from contested cases that generate higher fees.

The system relies on an individual judge to police his or her handpicked appointees. Family members can object to high legal bills or unwanted real estate sales, but the judge decides.

"If the judge has the wrong motives, you are going to have problems," acknowledges **William C. McCulloch**, Harris County's senior probate judge. McCulloch said one reason he uses very few lawyers — about 10 got more than 60 percent of the fees in his court — is because he thinks others overcharge.

**Russell J. Verney**, a longtime **Reform Party** activist who studied probate problems for four years as former director of the Texas office of the nonprofit **Judicial Watch**, claimed the judges' self-monitoring has failed, adding that "the most flagrant cases are in Harris County."

Some judges and lawyers dismissed critics as poor sports who made their own problems worse by being greedy and argumentative. As long as disputes continue, so do bills.

In Harris County, the top-paid professionals in Austin's court included one of his former law students, his law school friend and a lawyer with whom he has shared office space and real estate investments.

Between 2003 and 2005, he ordered more than \$400,000 in fees paid to one of his former law students — a 12-year lawyer who became one of his top-paid appointees during her first 18 months as an attorney.

During the same time, he also approved more than \$375,000 to a former law school classmate who had recently returned to practice in Texas and mainly specialized in real estate law.

Austin also gave appointments to **George Kuhn**, a former investment partner of the judge's. Kuhn, like the others, has been a contributor to Austin's election campaigns and says he has done probate work for years, though he also describes himself as a real estate lawyer.

Kuhn got \$285,486 for work on 56 cases. Some payments came during a time when he and Austin jointly owned property in Harris County.

Though it's not against the law, judges in Texas are prohibited under the judicial conduct rules from regularly doing business with those who also often appear in their court. In 2006, Windle was reprimanded for giving work to a businessman with whom he co-owned a plane.

## Denied investments

In an interview, Austin initially denied having financial investments with Kuhn but remembered after the Chronicle provided him with details and records.

Kuhn said he would discuss only investments reflected in public records. Kuhn said he has jointly owned at least three properties with Austin and others over the past 30 years, including 100 acres in Liberty County and Kuhn's own home.

Austin and Kuhn co-owned the Houston home until May 2005, when Austin signed over all ownership interest, records show.

Austin said no money exchanged hands, though the house is appraised at more than \$360,000.

Most judges accept campaign contributions from appointees — though some refuse to raise money when they are unopposed.

Several judges said they would be uncomfortable allowing top-paid attorneys to serve in their campaigns as treasurers or fundraisers, though it is legal.

"It just raises unnecessary questions," said Guy Herman, the head administrative probate judge for the state.

Still, some judges do it.

### **Practice not questioned**

DeShazo of Dallas has used the county's top-paid probate attorney as her campaign treasurer and chief fundraiser for decades — though mostly she has run unopposed.

That attorney's firm, which includes three top appointees, earned about 18 percent of the \$2.8 million in fees awarded by Dallas County probate judges from 2003 to 2005.

The same lawyer, **R.W. Calloway**, also sits in as judge for DeShazo. Calloway, a board-certified probate attorney, shows up in court when DeShazo tells him she will be away.

His fellow attorneys present that day then "elect" him to serve as judge, under a statute applied only to Dallas County. Calloway serves without pay, which saves the county money, DeShazo said.

In 24 years, Calloway and DeShazo said, no one has questioned the practice.

And Calloway said that no one has formally objected to his fees in probate cases.

In Harris County, McCulloch used his son, who gets work in other courts but not in McCulloch's, as his treasurer.

Statewide, probate judges defended using people they know as court appointees.



"I don't want it to look like I'm just giving money to my friends," said Wood of Harris County Probate Court. "I'm appointing a fiduciary, the highest duty in the law. I'm not going to appoint somebody I don't trust."

[lise.olsen@chron.com](mailto:lise.olsen@chron.com)

© 2018 Hearst Communications, Inc.

**H E A R S T**

 **Recommended For You**

**Driver of incinerated Tesla dies after violent Highway 101 crash**

**Bragging leads to Texas man's arrest nearly 30 years after killing**

**You May Like**

Sponsored Links

**Two Sisters. Two DNA Tests. Two Different Results.**

Ancestry

**Houston - Are You Prepared For a Disaster? 6 Things to Do**

Mercury

Sponsored Links

**How Brooklinen's Sheets Expose The Thread Count Myth**

The Manual | Brooklinen

**This Amazon Upgrade is Even Better Than Prime**

Honey

**20 Celebrities Whose Siblings Are More Attractive Than They Are**

Hooch

Sponsored Links

**Michael Oher Tells A Whole Different Story About 'The Blind Side'**

IcePop

**We Tried HelloFresh: Here's What Happened**

Popdust for HelloFresh

**Farmer Finds 2 Ton Mystery on His Property**

Parentz Talk

 **Recommended For You**

**Where Jose Altuve's contract ranks among Houston's other pro athletes**

**WATCH: Unarmed man with pants down fatally shot by Harris County deputy**

**From:** [Nelva Brunsting](#)  
**To:** [Carl H Brunsting](#)  
**Date:** Monday, June 25, 2007 7:16:29 AM

---

Since you don't take the Chronicle I'm going to send you an article in it on Texas probabte courts. This is the second one and altho' the circumstances are a bit different you may see why we have everything sent up in a trust. Hopefully, you'al will come out better in the end and so will we.

**P14052**

**From:** [Nelva Brunsting](#)  
**To:** [carl brunsting](#)  
**Subject:** Re:  
**Date:** Thursday, July 05, 2007 6:45:02 AM

---

What I didn't read was the date of the concert. It was last Sunday so we missed that but the fireworks were great. It's getting to be a big party at Runnel Creek parking lot. I'm off to the ear doctor this morning. My ears are stopped up again and the medicine the doc-in-the-box isn't working this time. I'm about to go bonkers. Dad is going to the dermatologist this morning to see what the results of the biopsy is. I'll bet they don't tell us a thing. As so it goes. I'm about ready to go to Phonix where it's 110 degrees in the shade.

***carl brunsting*** <[cbarch@sbcglobal.net](mailto:cbarch@sbcglobal.net)> wrote:

How were the concert and fireworks? Hope they played some Sousa.  
We heard a lot of fireworks, both organized and illegal. Some fool behind us shot off a bunch of big stuff after midnight.  
Drina goes to the doctor today to hear what the MRI on her shoulder looked like, and to add insult, she broke a tooth yesterday.  
Everything is absolutely soaked at home. I'm actually looking forward to some hot dry weather for a change.  
Read the article about the probate court nightmare. What a pity. Sounds like the judge and the attorneys he gives work to need to be horse-whipped.

**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 be paid for your traveling expenses. I think you have a better relationship with your siblings than she. Let me know.

**From:** [Nelva Brunsting](#)  
**To:** [amy R.](#)  
**Date:** Friday, August 03, 2007 6:32:46 AM

---

Amy: We have decided to ask Candy to take your place as co-trustee for the trust. She is the oldest and has experience in finances. Also if things go along as they are now you will probably be tied up in the children's schooling. Candy has been through all that already. Your share of the estate will not change at all and it will be evenly divided as stated in the trust. Hopefully all will go smoothly. At any rate she has a good rapport with all her siblings and can mediate problems if it comes to that. Sure would be nice to hear from you one of these days. Mother

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 Brunsting 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.

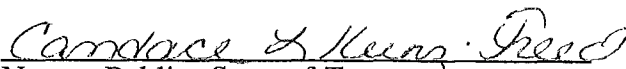
WITNESS OUR HANDS this the 6th day of September, 2007.

  
\_\_\_\_\_  
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

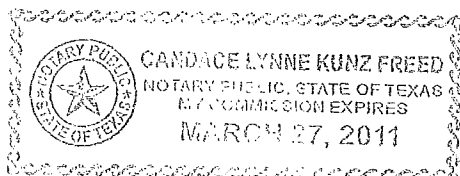


EXHIBIT "A"

**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.



---

**From:** Nelva Brunsting <elmernelva@sbcglobal.net>  
**Sent:** Thursday, September 06, 2007 11:44 AM  
**To:** Carl H Brunsting

Somehow I erased your e-mail and the one I just sent you so I'll start again. We used to go thru Storm Lake at times on our way to Ames. It has also been in the news because they have a large Hispanic population because of the meat packing plant or whatever they do there that involves meat. They were having problems integrating the kids in school. Dad has really be confused the past several days. I don't know if he had another little stroke or if it's because we were out of namenda which he takes for his memory. He particularly has a problem realizing that this is our house and that we live here every day and own it. We went to Vasek's office this morning to sign some documents regarding the changes we made and Anita changing her name back to Brunsting. The young girl who is now a lawyer ther was very helpful in sorting out some of the papers we don't need anymore and will go through some more. All the important documents you every will need are in the safety deposit box at the bank which is why it's so important for you to have access to it. Also I need to talk to her about Dad's dementia. She may want you to take his place or maybe I can take care of things as long as I'm capable. She and Susan Vasek who is also a lawyer take care of things when one or the other dies. So we'll be working with them. I need to get a form from Joe Williams, our broker, so that we can designate that our IRAs go to each of you individually. That way you can keep them going on your own. She can probably expalin that to you better than I can. See you later.

---

**From:** Nelva Brunsting <elmernelva@sbcglobal.net>  
**Sent:** Thursday, September 06, 2007 11:44 AM  
**To:** Carl H Brunsting

Somehow I erased your e-mail and the one I just sent you so I'll start again. We used to go thru Storm Lake at times on our way to Ames. It has also been in the news because they have a large Hispanic population because of the meat packing plant or whatever they do there that involves meat. They were having problems integrating the kids in school. Dad has really be confused the past several days. I don't know if he had another little stroke or if it's because we were out of namenda which he takes for his memory. He particularly has a problem realizing that this is our house and that we live here every day and own it. We went to Vasek's office this morning to sign some documents regarding the changes we made and Anita changing her name back to Brunsting. The young girl who is now a lawyer ther was very helpful in sorting out some of the papers we don't need anymore and will go through some more. All the important documents you every will need are in the safety deposit box at the bank which is why it's so important for you to have access to it. Also I need to talk to her about Dad's dementia. She may want you to take his place or maybe I can take care of things as long as I'm capable. She and Susan Vasek who is also a lawyer take care of things when one or the other dies. So we'll be working with them. I need to get a form from Joe Williams, our broker, so that we can designate that our IRAs go to each of you individually. That way you can keep them going on your own. She can probably expalin that to you better than I can. See you later.

**From:** [Nelva Brunsting](#)  
**To:** [Carl H Brunsting](#)  
**Date:** Thursday, September 06, 2007 11:44:12 AM

---

Somehow I erased your e-mail and the one I just sent you so I'll start again. We used to go thru Storm Lake at times on our way to Ames. It has also been in the news because they have a large Hispanic population because of the meat packing plant or whatever they do there that involves meat. They were having problems integrating the kids in school. Dad has really be confused the past several days. I don't know if he had another little stroke or if it's because we were out of namenda which he takes for his memory. He particularly has a problem realizing that this is our house and that we live here every day and own it. We went to Vasek's office this morning to sign some documents regarding the changes we made and Anita changing her name back to Brunsting. The young girl who is now a lawyer ther was very helpful in sorting out some of the papers we don't need anymore and will go through some more. All the important documents you every will need are in the safety deposit box at the bank which is why it's so important for you to have access to it. Also I need to talk to her about Dad's dementia. She may want you to take his place or maybe I can take care of things as long as I'm capable. She and Susan Vasek who is also a lawyer take care of things when one or the other dies. So we'll be working with them. I need to get a form from Joe Williams, our broker, so that we can designate that our IRAs go to each of you individually. That way you can keep them going on your own. She can probably expalin that to you better than I can. See you later.

**P14072**

**From:** [Nelva Brunsting](#)  
**To:** [occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)  
**Date:** Tuesday, March 04, 2008 7:07:24 AM

---

Always great to hear from you. But you don't tell us about the boys!! Our temperature jumps around like a yo--yo. But as long as the sun is shining I don't mind. At least it's shining for election day. Who did you vote for or shouldn't I ask. This is the first time, and I think the very first time I am not going to vote. We should have gotten an absentee ballot but I think at that time we were both too bleary-eyed to decide on whom to vote for and I want to stay out of crowds for awhile lest I get the same thing over again. Boy I sure don't want that again!! The spirit is willing but the knees are still a little shaky especially in the morning but I am doing some light housework again. The spa, etc. sounds wonderful. They have those here too. Maybe I should try one. Daddy is doing pretty good. Just sometimes he doesn't know what to do so I have to direct him. Other times he's pretty sharp. Right now he's shredding stuff. I have found since our illness the kids have kind of come together and are concerned about us. **The way things are set up in the trust there shouldn't be any fuss. Everything is divided equally.** Have 5 tomato plants in that Carole got for me. That will be the extent of my gardening this year. Anita and the kids are coming up one day next week during spring break to go a few things around here. Kind of reminded me of the mission trips she used to go on to help the poor folk but that's all right. I will be good to see faces other than ours. We made it to S.S. last week and it was **so** good to see everyone again plus we have a marvelous teacher for 6 weeks! Well, enough yakking. Love you'al.  
Mother

**From:** Nelva Brunsting <elmernelva@sbcglobal.net>

**Date:** 4/26/2008 8:28 AM

**To:** anitabrunsting@suddenlink.net

Hi: Nice talking to you last nitght. But I would like to get something off my chest, as they say. You were critizing Daddy on his investment. Well, he sent all five of you to college altho' the 2 yrs at North Texas were wastedon Candy. And he paid off your house when Vance divorced you. Where the money came from I don't remember. He also lent C and O money for their first house in Katy. They were going to pay it back. We got one payment and that was it. We also lent Carl \$20,000 a few years ago when business was slow. How much we lent Carole I can't count. I know we lent her money for a Jeep Cherokee or something like that she wanted to buy years ago and I have written a number of checks which she said she'd pay back the next day and didn't. We lent Amy \$20,000 when they were building their house. And we gave Candy \$10,000 a year or two ago when they were in financial straits. And we gave them 10 or 20 thousand to buy their house in Calif. You add that up and that is a sizable amount of money thru the years so I wouldn't be too quick to get on Daddy about his investments! We also have a bunch of savings bonds that have accumulated interest during the years. We used a couple of them to buy our car and cashed in 2 some time ago when they came due.

**From:** [Nelva Brunsting](#)  
**To:** [Anita K Brunsting](#)  
**Date:** Monday, June 09, 2008 6:34:03 AM

---

**Hi: I spent the whole night in bed last night. The first time in over 6 months!** For me that's real progress. I usually ended up sleeping an hour or two then ending up in the chair or the sofa with interruptions every few hours. that really takes a toll on ones' body! So cross your fingers and hope this continues. I feel like a different person this morning. I'm meeting with Candace at Vacek's office Wed. Am getting letters from Fleming and Dr. White stating that Daddy can no longer handle financial or legal matters. Have the one from Dr. White and Odie, Dr. Fleming's secretary said she would have him write one. Vasek's office were going to put me with some new guy and I blew my stack so Candace said she would meet with me. I don't want to be pushed on to every new guy they bring in. Your mother is getting feisty in her old age!

## 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 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.

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.

4. 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 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 July 1, 2008.

\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on July 1, 2008, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Texas



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:

IFI, 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).



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 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.

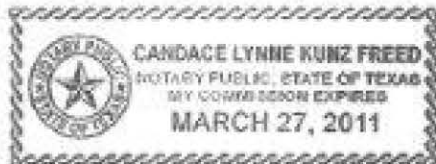
WITNESS MY HAND on July 1, 2008.

*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



2/29/10

Cent 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.

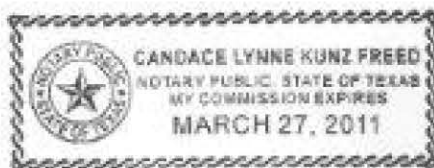
The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on February 24, 2010.

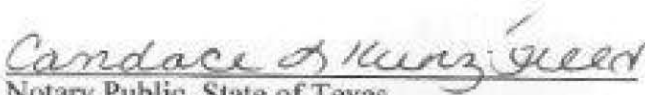
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Trustee

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.



  
\_\_\_\_\_  
Notary Public, State of Texas

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.

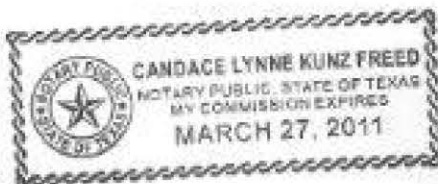
*Nelva E. Brunsting*  
 \_\_\_\_\_  
 NELVA E. BRUNSTING,  
 Founder and Trustee

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 Lynne Kunz Freed*  
 \_\_\_\_\_  
 Notary Public, State of Texas



**From:** [Nelva Brunsting](#)  
**To:** [Anita K Brunsting](#)  
**Date:** Saturday, July 05, 2008 9:08:10 AM

---

What an idiot I was!!!! I was looking for a notebook that we never did have and what I needed was right in front of my nose all the time. Thanks goodness!!!! I've gone all through the trust papers we have and found the amendments she needed and got everything sorted out and will put it in the safety deposit box next week. Boy, do I feel better!!!!

---

**From:** Nelva Brunsting <elmernelva@sbcglobal.net>  
**Sent:** Thursday, July 10, 2008 9:05 AM  
**To:** Carl H Brunsting




Hi: Say, I have a better handle on all this trust stuff now, except for the really technical language but that's what the lawyer is supposed to help you with. I put every thing in our safety deposit box in the bank and I think you have the right to get in there if necessary. Also we have this big blue notebook that has everything in it also. But I think you have power of attorney if and whenever I can't handle things anymore. You are also trustee with Anita. That's an awful lot of responsibilities and I think you and I ought to get together sometime and go over some things. Of course you always have Candace, the girl we met with the other week to help you out but I think it would be a good thing to go over it. Glad you have a good weekend. We had one inch of rain yesterday. For one thing, if it is necessary for Candy to come here I want her plane ticket to come out of our bank account or estate. That is something to remember.



# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates




6/24/2010	2:06 PM	Rich Richers returned my call. He said that Nelva Brunsting asked him to get an atty to write an opinion ltr. He would rather that we have that first and then have a teleconf call w/ him after that, if necessary. I told him that I didn't think CLF knew that Nelva asked that. If CLF still wants a teleconf call, I will call Rich to sched this. Otherwise, we will just wait for the opinion ltr. EM CLF, skp	Summer Peoples
6/24/2010	12:30 PM	I called Nelva Brunsting to tell her that CLF wants a brief teleconf call w/ Rich Richers and her. She said that she can accommodate the sched next wk whenever it's sched. I called Rich to sched appt. He wasn't avail so I had to LVM. I'm waiting for his return call and then will call Nelva to tell her when conf call is. skp	Summer Peoples 
6/14/2010	5:12 PM	Returned Nelva Brunsting's call. Resch QBD signing to tmrw @ 11:30am. EM CLF, skp	Summer Peoples
6/14/2010	11:31 AM	Ms. Brunsting called and said she saw CLF last Tuesday 6/8th and thinks she is suppose to come in to sign some papers. Please let her know if this is true and call to schedule. Pls call 713-464-4391EM to CLF c: SKP	Merlin Case
6/11/2010	4:00 PM	CLF made changes to the QBD drafted after AEV adn SSV reviewed them. CLF	Candace Freed
6/10/2010	5:26 PM	Doug Williams of Edward Jones called for SSV re: Q - Left message, CLF returned the call and stated that DT is mandatory income (includes interest and Dividends) and principal for hems at trustee discretion. CLF	Candace Freed
6/8/2010	4:53 PM	Mailed BNY Mellon forms & new W-9. CLF made copy for file. skp	Summer Peoples
6/8/2010	4:43 PM	Visited with Nelva today. She has an appt with her oncologist on thursday and she did indicate that she was not a candidate for chemo in that her lungs were not strong enough. Not sure what course of treatment she will have and they will go over that on Thurs. She said that she was concerned about Candy, her daughter in CA. Candy was adopted by them as a child. She went off to college in CA and met a young man and married him. They both dropped out of college and she has been their ever since. The man has now run out on her adn she has problems making ends meet. She would like to make an early distribution to Candy in the amount. CLF advised that	Candace Freed
6/3/2010	5:25 PM	I called Nelva Brunsting to sched 5/3(f). Set for 6.8.10. EM CLF, skp	Summer Peoples 
6/1/2010	9:04 AM	Havign SKP mail the agreement to Ms. Brunsting. She will need to sign and return to us. CKF.	Candace Freed
6/1/2010	8:30 AM	Rec'd atty fee agmt. fm Jeremy Saint on behalf of Larry Storm. Put on CLF's chair for rev/w. EM CLF, skp	Summer Peoples 
5/27/2010	4:01 PM	Doug Williams of Edward Jones called for SSV (LVM @ 8:52am) re DT acct instr. Re dividends & interest that are to be deposited to ST: 1) Is she unable to take principal? 2) Is she required to take dividends & int? 3) Is it dividends & interest only? Pls call. 713-464-6071. EM SSV & CLF. skp	Summer Peoples
5/27/2010	9:09 AM	Nelva Brunsting called to give us permission to speak with her Broker, Doug Williams (who called earlier and left a voice message with his number), regarding her Trust.EM to CLF/cc:SKP	Merlin Case
5/25/2010	12:11 PM	Rich Richers called for CLF (LVM @ 11:08am) to say that fm all that he has found and discussed w/ other Iowa attys, per the Iowa Code there is no discernable problem w/ a testamentary tr that was revocable and became irrevocable owning farmland in Iowa. Ch 9-H.1 of Corp Farming Law of Iowa, Subsection 22 specifies that a Tr can own property. If CLF needs to talk w/ Rich about this more, pls call. 712-722-3375. EM CLF, skp	Summer Peoples
5/20/2010	10:46 AM	CLF emailed Mr. Storm the information needed for a opinion letter engmt that he is to send. CLF	Candace Freed
5/19/2010	5:11 PM	Going to Oncologist. They found a spot on her liver. She said she would be out of pocket but that she agreed to having an opinion letter done by the atty and to send her whatever she needed to sign. CLF	Candace Freed
5/19/2010	2:10 PM	CLF called Larry Storm at (712)277.4561 to see what he would charge to provide an opinion letter as to whether our bypass trust will qualify as an exception to 9H.1.	Candace Freed



# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

## Date Range - All Dates

- 5/17/2010 11:02 AM CLF spoke to Steve Mollen at the AG office Farm Division. He said that the law is pretty broad and covers a lot but there are more exceptions to the law . Best to get an opinion from a lawyer there in IOWA to ensure that we meet the requirements.He did state that the SiouX county is the farthest point in the state and is rural and the largest town in Sioux Center. CLF Candace Freed
- 5/17/2010 11:02 AM Brunsting. Darlene called from the Brokerage Firm and asked some Q's about the set up of th DT. CLF answered her and reminded her that ST was the beneficiary of all the income and Div's - she said she would see if that would be able to be set up. Edwards Jones. CLF Candace Freed 
- 5/14/2010 12:04 PM CLF called the IOWA State Atty generals Office and left a message for the Farm Attorney Steve Mollen. Need aid in cropland and Irrev trust laws. CLF Candace Freed
- 5/11/2010 5:20 PM Rec'd greencard for CMRRR pkgs mailed to MetLife & Chevron. skp Summer Peoples
- 5/4/2010 2:20 PM Mailed fndg ltr & encl to MetLife & Chevron Corp via CMRRR. skp Summer Peoples
- 5/4/2010 1:56 PM I noticed that the Chevron Corp fndg pkg to be mailed to BNY Mellon Services was altered (DT EIN was crossed out and Nelva Brunsting's SSN was written in). CLF said she didn't do that. I called Nelva and she said that she only signed the papers and didn't change anything. The girl at the bank that stamped her medallion guarantee must have done that. I told Nelva that I will change the EIN back by crossing through the handwritten SSN and writing in the DT EIN again. I told her that the papers may get bounced back to us for her to sign them again. We will see what Mellon does. I have made copies for our file. skp Summer Peoples 
- 4/28/2010 3:23 PM Rich Richers called for CLF (LVM @ 10:48am). He has spoken w/ several attys in Iowa. They have ckd the Iowa Code. They believe that a Testamentary Tr is allowed to hold farmland property in Iowa. Test Tr incl Revocable Tr that was not revoked prior to death and became Irrev Tr after death. That is the interpretation of every atty he has spoke to. It's in the same code section that CLF is citing re definition of Test Tr (Iowa Code Ch 9 H.1). Pls call if there's questions. 712-722-3375. EM CLF. skp Summer Peoples 
- 4/23/2010 1:18 PM Met with Ms. Brunsting today. She said she is havign some health issues and needed help with the funding. She is to medallion Guarantee the two letters (Chevron Irrevocabel stock Powernad one other) to deliver the share certificates as well as the death certs and we will take care fo sendign them out for her. CL F advised her we will bill for services. CL F Candace Freed
- 4/21/2010 11:01 AM Called Rich (the CPA in IOWA) and he said he talked with a couple of trust dept people as well as an atty there and they did not see the IRR trust owning such property to be a problem. He said he would look into it. CLF read the previous attroeny opinion form 1996 and gave him teh code sections - He said he woudl do a little research to check it out. CLF Candace Freed
- 4/21/2010 10:53 AM Nelva called again and spoke with Connie - CLF took the call. She is having a difficult time and was having CLF go over each packet prepared for her re: the funding. She seemed a little out of sorts and said she wished she had not even done all this. I told her that I would help her and that while we prepare the funding documents, we have the clients handle it to keep their costs down. CLF told her we would be able to help her but that we charge for those services. She said she needed help. I told her to get the medallion guarantees from teh bank and come in on Friday and we would take care of it. CLF Candace Freed
- 4/20/2010 2:33 PM Called Rich R. the CPA in Iowa. Had to leave a mesage. CLF had sent an email to an Atty in IOWA on Wealthcounsel and never received a response. CLF Candace Freed
- 4/20/2010 11:41 AM Nelva Brunsting called and wants to set up a mtg. to go over her to do l1st. She does not understand some of the items. Pls. call 713-464-4391EM to CLF cc: SKP Merln Case
- 4/1/2010 3:42 PM CLF discussed brunsting with SSV. there is not trust protector is this trust although Ms. B can have some flexiability with the way the kids get the trust assets and then add QBD with PATS. CLF Candace Freed



# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

## Date Range - All Dates

3/26/2010	11:34 AM	CLF reviewed the deed and found the following issues:US deeds advised that an revocable trust is the only trust that can own agricultural cropland. CLF noticed this and that the deed said it was a undivided 1/2 interest which is not correct. CLF to review with SSV to determine what is to be done. CLF	Candace Freed
3/25/2010	2:20 PM	CLF reviewed the Trust and the issues with CHIP and we came to conclusion that the Trustee has sole and absolute discretion with regard to distributions. CLF advised her that she should check to see who the bene of the policy is (Owner is the Trust of which	Candace Freed
3/24/2010	1:54 PM	CLF called Ms. Brunsting and advised her that Anita was calling. CLF told her that it was best for Candace not to take a distribution from teh ILIT and that she would rather Nelva loan her the money rather than to do so from the ILIT. CLF	Candace Freed
3/16/2010	4:50 PM	Rec'd US Deeds Iowa Deed for Nelva Brunsting to sign. Also rec'd bill fm US Deeds for cost of Deed prep and filing. skp	Summer Peoples
3/15/2010	3:24 PM	LVM for Anita Brunsting to tell her that CLF deferred this question to AEV and that he will advise her of response. EM CLF & cc AEV & SSV. skp	Summer Peoples
3/12/2010	10:00 AM	Anita Brunsting called regarding parents Trust: (Nelva) 361-550-7132. There is a Life Insurance Policy in the LT (in fact, that is the only thing in the Trust) that the kids have to sign a waiver each year, waiving their right to any funds. Her sister wants to take her share. Is this possible?Pls. call to discuss.EM to CLF cc: TS	Merlin Case
3/4/2010	4:35 PM	Rec'd greencard fm CMRRR of fndg bk mailed to CPA. skp	Summer Peoples
3/4/2010	9:06 AM	Holly fm US Deeds EM me needing more info prior to prepping DT Deed. Replied to her EM and attached copy of death cert. skp	Summer Peoples
3/4/2010	8:00 AM	MCC said that Nelva Brunsting did come by the office on 3.1.10 to pick up her fndg bk. Now I only need to complete the US Deeds for Iowa property. Once that has been signed, pd for, and recorded, then this file will be completed. skp	Summer Peoples
2/25/2010	8:59 AM	Nelva Brunsting said she would be by the office today or tomorrow to pick up her copy of the fndg bk. skp	Summer Peoples
2/25/2010	8:28 AM	File pd in full. CMRRR fndg bk to CPA. Called client to pick up her copy. May close file in 2 wks, by 3.15.10. Merely holding file on site for any questions CPA has. skpMailed to:MR. RICHARD K. RIKKERS, CPA KROESE & KROESE, CP 540 NORTH MAIN AVENUESIOUX CENTER, IOWA 51250	Summer Peoples
2/24/2010	1:12 PM	Cif spoke to Rich Richers. CLF got his email address explained abt the IRS letter and he said he would handle it. Told him to expect a CMRRR from us as well with the Funding Books. CLF	Candace Freed
2/24/2010	12:04 PM	CLF had 5/3 with Ms. Brunsting. She took her p ackets with her. The only ones that may be an issue is aid with the Broker at Edward Jones to allocate stocks and the Credit Union Acct that has titling in the name of Elmer. Ms. B brought a copy fo the insurance policy that was Travelers and John deere. It actually paid out but through metlife (she did not know that it had moved over there). It was 3735.00 and some \$13.51 in interset. Discussed options lsnce the IT was the beenficiary. She said she would rather over allocate to the ST than redo the DT allocations again. Made changes to teh AE and had her sign off. Made change the funding allocation porposal (tab 4) and replaced it. Showed LT as beneficiary but allocated 100% to her ST. CLF to call teh CPA in Iowa and email in PDF the IRS letter that she received. Also advised her that I would send the funding book to him direct.CLF called CPA and obtained the following address. Also left a message for the CPA to call and give email address. LVM. Address:Krouse & Krouse540 North Main Avenue Sioux Center Iowa 51.250	Candace Freed
2/24/2010	10:02 AM	CLF reviewed the Fundign Package and made chagnes to the fundign documents. CLF	Candace Freed
2/10/2010	12:30 PM	EM order form to US Deeds for Quit Claim Deed to be prepped for Iowa property to trans it fm FLT to DT. skp	Summer Peoples
2/10/2010	10:02 AM	I called Nelva Brunsting to obtain her medical agents' info for me to draft docs. skp	Summer Peoples



# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

## Date Range - All Dates

1/25/2010	12:15 PM	Rich Richers returned CLF's return call (LVM @ 10:21am) because they need to issue 1099 for rent pd to Tr (?). He needs to take care of this this wk and wants to clarify some things. Pls call. 712-722-3375. EM CLF. skp	Summer Peoples
1/25/2010	11:54 AM	CLF returned the call to Rich Richers.712-722-3375. -Ms. B has farmland that is leased out and she rec'd a check from made out teo the FLT. He is the Family CPA and handles all of the work for them. I explained we have not funded yet but that when we do, if I am remembering correctly, the land was Elmers and therefore would likely be allocated to his Dt but that all income is required to be pushed out to her thus I told her it was ok for now to use her social for the FLT till we split. CLF advised him that he would be getting a funding bk on completion.	Candace Freed
1/21/2010	5:23 PM	Rich Richers (last name?) called for CLF (LVM @ 2:09pm) because he is working w/ Nelva Brunsting and has 1099s to issue to LT. 1041 to be prepared this yr. He needs to confirm what needs to be done. He needs LT tax ID#. Pls call. 712-722-3375. EM CLF. skp	Summer Peoples
1/20/2010	12:36 PM	CLF talked with Ms. B and she needed to know what the tax ID for the family trust was. I told her for now its her social. She is coming in for 5/2 on Jan 27 at 10:00 am. for PM2. Sending her the AE but we need confirmation on the MetLife Amount and the 3735.00 policy of insurance and if it was in effect. CLF was advised by Ms. B that the MetLife policy proceeds that paid out by check went to Ed Jones. CLF had final review of AE today 1/20/2010, CLF	Candace Freed
1/20/2010	11:46 AM	NELVA BRUNSTING CALLED FOR CLF SHE WANTS TO MAKE AN APPT TO SEE HER.EM to CLF/cc:TS	Merlin Case
1/19/2010	5:19 PM	Nelva Brunsting called for CLF (LVM @ 3:00pm). Pls call her. She needs to talk w/ CLF for a little bit. EM CLF. skp	Summer Peoples
11/10/2009	5:08 PM	Nelva Brunsting dropped off add'l asset info. Put in LLM's inbox. EM LLM. skp	Summer Peoples
10/15/2009	4:49 PM	Returned Mrs. B phone call from yesterday and apologized for it. She just wanted to verify the policy # we were questioning of being valid. She said she thought this would be the last of what she needed to do and will be checking on that. llm	Leticia Meador
10/14/2009	4:37 PM	Nelva Brunsting called (LVM @ 11:21am) to reconfirm the # of Met Policy that might still be in effect. Pls call. EM LLM. sk	Summer Peoples
9/24/2009	3:51 PM	CLF called Nelva - Asked her if the ILIT was funded and she was continued to make the Gifts to the trust. She said yes, it owns a 2nd to die policy and Greg and AL set it up. I told her to contct her CPA when its tax time and make sure that they are filing a form 709 each year to preserve the GST. She beleives that teh Value of the policy was 250,000.00 2nd to die. CLF	Candace Freed
9/24/2009	3:45 PM	Clf rev'd the AE. Need a couple of payout of LifeInsurance payments info from Ms. B as she sends. The AE will need to be updated with those amounts, sign block added and sent to MS. B for the note to set 5/2. CLF	Candace Freed
9/24/2009	9:29 AM	CLF called Ms. B to discuss the asset lists and the information that Tisha has requested from her. -Not sure that the Ohio	Candace Freed





# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

9/23/2009	10:10 AM	Recd TC from Mrs. B. She said she had the deposit slips on the life Ins payouts. She still has not recd the Chevron. She said one payout went to I think she said Ed Jones for bonds. She again asked about coins and the watch that she doesn't understand why we need that. They are more a sentimental thing and not worth much. That CLF did not have that on her to do list. She thought that everything she brought in the other day would suffice, it was all the things on the list. She said she is tired of dealing with other people. That first she meets w/CLF and then SK and now me. She doesn't think that anyone knows what they are doing and we need to get that straight. I asked her who was dealing w/and she said SK. I told her that we are CLFs asst. That's what we do, we assist CLF. That I do one thing & SK does another. She would like for me to ask CLF @ the coins/watch and get back to her to have CLF call her. I told her I would do that and she just hung up. She was not a friendly sounding person. I thought it would be easiest having her give us copies of the payouts or ltr since the intake form showed there were @ 5 policies. After entering the info we have, there are 9 policies! I guess I have to req Form 712s in order to get the payout amount? And what about the coins & watch??? EM CLFcc SK. llm	Leticia Meador
9/22/2009	5:03 PM	TC to Mrs. B. to see if she has recd the ins payouts. She said she thought she had given us everything on the "to do" list. The ins payouts was not on it. She sounded a bit confused and said she will have one of her kids help her. The coins and the watch are not worth much she said. I also asked about the Transport Holding stock and she said she had not heard of it. Will check w/CLF to see if I need to keep this info or remove. EM CLF. llm	Leticia Meador
9/17/2009	4:39 PM	Nelva Brunsting dropped off asset info for CLF's attn. Put in LLM's inbox. EM CLF & LLM. sk	Summer Peoples
9/16/2009	8:36 AM	CLF returned her call. She has her To Do list ready and she will drop things off tomorrow. I asked her to give us at least a week to process it and and we'll let her know if there is any additional info needed. CLF	Candace Freed
9/15/2009	5:14 PM	Nelva Brunsting called for CLF (LVM @ 10:26am) because she thinks she has all that she needs to change LT to ST. Pls call. EM LLM & cc CLF. sk	Summer Peoples
9/1/2009	3:34 PM	Ms. Brunsting called and wanted to know what the tax ID # was of the Trust. I spoke with Summer and told her to use her Tax ID# as long as the Trust has not been sub-divided.	Merlin Case
8/24/2009	12:06 PM	TC to Mrs. Brunsting to see how she is coming along on the to do list. She said she has most of the info except Chevron, they forgot to inform them of the death. So she is waiting on a ltr from them and then she will bring it in. I also reqd copies of payouts on the life ins policies and copy of the check she recs each March on her annuity at MetLife. She said it would be easier for her to bring it all in so I told her I'd make copies when she comes in and give her orig back. llm	Leticia Meador
7/29/2009	5:44 PM	CLF caled and talked with Ms. Brunsting. She is ok to use the HCAD value. She says its low but its not 250K low. CLF told her that its fine. CLF	Candace Freed
7/27/2009	12:22 PM	Nelva Brunsting called for CLF (LVM @ 11:36am) re 2009 HCAD for HS value. Will that suffice for realtor's opinion on FMV for HS? Pls call her. EM CLF. sk	Summer Peoples
7/22/2009	4:32 PM	CLF	Candace Freed
7/22/2009	9:52 AM	t/c w/ Mrs.B. She requested, and I gave her, Laura Jungeblut's address for her to send Laura a card. She said that they thought so much of Greg and he was so helpful.	Susan Vacek
6/29/2009	12:12 PM	Ms. Brunsting called and needs to get an appraisal for the Value of a house. She called a realtor and was told there would be a charge for the appraisal and Candace has said that this could be done at no charge. Ms. Brunsting wants to know who Candace uses that does this for no fee. Pls. call.	Merlin Case
6/8/2009	4:52 PM	Rec'd DOD values fm Darlene of Edward Jones. EM LLM & cc CLF. sk	Summer Peoples
6/2/2009	5:04 PM	Rec'd signed engage ltr. She already pd 1/2, so no pymt was incl. sk	Summer Peoples
5/28/2009	12:53 PM	Mailed engage ltr for PM2. No amt due at this time because 1/2 pymt (\$1,750) already made. Balance due: \$1,750. sk	Summer Peoples





# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

## Date Range - All Dates

5/26/2009	1:47 PM	CLF called Darleen Back. Wanted to call the home office to find out how they would be filing the new account so that she could trade. cannot do so if left in Elmer's social for now. I told her that it needed to be titled in the name of the trust with Nelva as Tee for now and we would be splitting the trusts at a later date. She asked whether there were restrictions on investments under the trust? No, who were the tees (Nelva alone) and who were the successor Tees (Anita and Carl); Also advised her that the Trust at this point is technically irrevocable for Mr. Brunsting's share and that once we split it Ms. Brunsting share is revocable. For now it's going to be in her Social Security number until splitting so that she can trade and manage the funds as she needs to.	Candace Freed
5/26/2009	7:34 AM	From: Merlin Case Sent: Friday, May 22, 2009 12:15 PM To: Candace Freed; Susan Vacek Cc: Leticia L. Meador; Summer Kennan Subject: Brunsting Trust, Darleen w/Edward Jones 713-464-6071 Candace, Darleen sent Ms. Brunsting an account form and Mrs. Brunsting just signed it and sent it back. She did not fill in any information. Darleen needs to talk to you to get the info to fill in the form. Pls. call.	Summer Peoples
5/21/2009	2:48 PM	Rev'd engam't letter for PM2. CLF	Candace Freed
5/21/2009	2:38 PM	CLF called Darleen Back again. She said they opened a new Trust acct in the name of the LT and used Nelva's social. I told her that is fine. We will provide for the split of the account at such time they will get a letter of what or which to move into a new DT acct. CLF	Candace Freed
5/12/2009	7:56 AM	Darleen fm Edward Jones called for CLF (LVM on 5.11.09 @ 4:15pm) re: IRS doesn't allow the dec'd grantor's SSN to cont to be used. Pls call her. 713-464-6071. EM CLF & SSV. sk	Summer Peoples
5/11/2009	4:40 PM	CLF met with Nelva Brunsting. PM2 and SUBtrust Funding. Paid \$1750.00, Iowa Property needs to be valued and Life Insurance is unknown in value. Client still has not located the original bound Trust portfolio that was restated in 2005. Duplicate Original was bound with Binder Clips and a copy made for the 3 ring binder. CLF instructed client to store the original in the safe deposit box. Awaiting additional asset info. CLF spoke to Darleen at Ed Jones and Ms. Brunsting gave permission to discuss the estate with her. they wanted to know what ss# to put on LT account. CLF told them that likely PM2 and would be splitting getting a Dt Ein. However, if they needed to do so they could have in LT name and put Nelva's social but she preferred that we do all at the same time. CLF confirmed that Nelva in either case would be able to manage the investments and it was confirmed that yes, as a trustee she would. CLF	Candace Freed
5/6/2009	1:34 PM	Nelva Brunsting returned CLF's call fm yesterday (LVM @ 9:15am). She needs to make 5/1 appt w/ CLF. I called her to sched 5/1. She wanted to come in tomorrow, but CLF has not availability on her calendar. Set 5/1 for Mon, 5.11.09 @ 2pm. I told her what to bring to appt and gave her the new office address & location. EM CLF. sk	Summer Peoples
5/5/2009	3:20 PM	ACCT: 309 MSG: 2550001047 CALLER ID: 7134644391 TAKEN: 05/04/2009 11:58:12 SAADDELIVERED: 05/04/2009 11:59:25 SYS! TO: To: CANDACE L. KUNZ-FREEDFR: Nelva Brunsting Co: ClientPh: (713)464-4391 ad: 13630 PINE ROCK Houston, 77079 Re: CALL FOR PERSON REQUESTED HAS QUESTIONS ABOUT HER HUSBAND'S DEATH CERTIFICATE	Candace Freed
5/5/2009	3:20 PM	CLF called and lvm that she tried to call last night and that she could hear Nelva but Nelva could not hear me. CLF	Candace Freed
4/6/2009	2:18 PM	Rec'd file fm storage. sk	Summer Peoples
4/6/2009	7:59 AM	MCC ordered file fm storage. sk	Summer Peoples
4/3/2009	11:11 AM	4/3/2009 11:09 AM Note Elmer Brunsting DOB: 9/29/1921 SS#282-32-8905	Candace Freed
4/3/2009	11:03 AM	CLF rec'd message from the AS that Nelva had called. Elmer passed away on April 1, 2009. Calendar to call in a few weeks to set an appt. CLF	Candace Freed
7/16/2008	11:43 AM	Rec'd pymt of \$250 for docs and mtg w/ CLF on 7.1.08. sk	Tonya Lyrock



# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

7/1/2008	5:45 PM	Nelva, Elmer and one son came in for Nelva to sign the new COT which states that Elmer is no longer able to handle his financial affairs and doctors letter were attached. Also, signed Appt of Succ Tee. Nelva is to make sure that she can find at least one (if not both) of the Restatement to LT and the amendment done. Old original documents are in the fire safe in 5th floor workroom in the black cabinet 2nd drwr still. DO not destroy until confirmed they have found the Restated trust and Amendments as Mr. B is NCM. Nelva did not have a check book therefore she will mail the check for \$250 to us. CLF	Candace Freed
6/30/2008	10:17 AM	Nelva Brunsting called to sched appt w/ CLF. 4 appt set for T, 7/1 @ 3:30pm. EM CLF. sk	Tonya Lyrock
6/16/2008	8:41 AM	Received files from storage.	Tonya Lyrock
6/11/2008	11:19 AM	CLF talked w/ AEV re 2 doctors ltrs. CLF is still going to meet w/ client today and just amend the docs accordingly. I called Nelva Brunsting to tell her same, and she offered to just postpone the mtg until she rec'vs the 2nd ltr. I asked CLF and CLF got on the phone to talk w/ Nelva about whether or not they are going to meet today. sk	Tonya Lyrock
6/11/2008	10:38 AM	Per CLF, I called Nelva Brunsting to inquire about the 2 doctor's ltrs. She says she has one but the second one is hard to get because the office is busy/the nurse isn't that helpful. She thinks that she might need to write a ltr to that doctor to request a ltr. I told her that I would let CLF know about this (she's in ct at a hrg) and we would get word to Nelva by noon if we need to resch appt since we don't have the 2 ltrs. She needs to know by noon because her son who is succ Tee is coming w/ her to the mtg, so she'll have to tell him. EM CLF. sk	Tonya Lyrock
6/10/2008	5:11 PM	Requested file from storage, Box # 12 & 370	Tonya Lyrock
6/4/2008	10:45 AM	Spoke to Nelva Brunsting and she was upset that she was told that she could have to work with someone new. Most of her frustration is likely delalong with Mr. B who has alzheimers. I asked how he was and she said he had gotten worse. She wanted to change the Succ Trustees to Anita and Carl as Co Instead of Carl and Candace as Co Tees since Anita seemed to know more abt the trusts. CLF told her she would make the change and asked whether she had gotten doctors letters yet re: the ability or inability of Mr. Brunsting to handle his financial affairs. She will be getting the Doctors letters and needs new COT for the sole acting tee with the doctors letters attached. CLF wrote it up and they are coming in on June 11th to sign it. CLF	Candace Freed
6/4/2008	10:02 AM	Nelva Brunsting called again for CLF. I told Nelva that CLF asked me to call her and that is one of the calls I was going to make today. CLF suggested that Nelva meet w/ RPC for 4-appt. Nelva said, "Ma'am, how many attys do you have there? I have already talked w/ CLF and thought I'd be mtg w/ her. I'm getting tired of being shuffled fm atty to atty." I explained that CLF does Tr Admin & Estate Admin and RPC does EP. CLF would brief RPC on the particulars so that he would know what is happening. She said she would still have to "explain everything all over again!" Oh my! So I offered to let her talk w/ CLF and see what she'd recommend. I passed call to CLF. sk From: Candace Freed Sent: 06/03/2008 10:27 AM To: Summer Kennan Cc: Ronald P. Chln; Cathy Driskell Subject: RE: Nelva E. Brunsting Summer, Please call her and set an appt No. 4 with Ron. I will fill him in. I am not sure what changes she wants to make. Her husband and she were in recently. He is already ncm I think. Suffers from Alzheimers. We have her old originals - stored in one of the fire safes in the office as she could not locate her updated documents and I did not want to destroy the old until she called and said she had found them. Thanks Candace From: Summer Kennan Sent: Tuesday, June 03, 2008 10:23 AM To: Candace Freed Subject: FW: Nelva E. Brunsting Any clue who this is regarding? (So I can look up in ACT before I call client back.) Thanks. From: Bridget D. Gonzalez Sent: 06/03/2008 10:00 AM To: Summer Kennan Subject: Nelva E. Brunsting She was wanting to schedule a appointment with CLF due to a few changes. I wasn't really sure on how or what was needed. Her number is 713-464-4391	Tonya Lyrock



# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

### Date Range - All Dates

11/6/2007	6:50 PM	CLF spoke to Nelva. She wants to take Elmer off her MEDPOA and also wants to change per DGPOA. His cannot be changed at this juncture since he is likely ncm. CLF	Candace Freed
9/19/2007	9:55 AM	Spoke to Nelva this mornign and Elmer seems to ge getting worse as to the dementia. I advised her to go ahead and get the 2 doctors ltrs that state he is unabel to make financial decisions. She is brigning the 2005 document originals to be reviewed by CLF to make a few changes. She would like to replace Amy with Anita and I also suggested we remove Elmer in her docs as well as long as we were there making the changes for them so that he is not listed as first agent. She agreed this would be more appropriate at this point.CLF	Candace Freed
8/15/2007	3:03 PM	Confirmed appt for 8/16	Candace Freed
7/31/2007	10:47 AM	Rescheduled Apt. for 8-16-07 at 2PM. (tel)	Tonya Lyrock
7/23/2007	4:51 PM	Confirmed seminar reservation	Candace Freed
1/12/2005	1:01 PM	They came in today to sign a restatement. Mr. Brunsting broke into tears and almost lost it every time he would talk about his mom and the living will. I got the impression from Mrs. B that this happens quite quite often.	Cathy Driskell
2/1/2003	1:20 PM	06/21/2001 1:41p - BMS - mailed LT deed to Harris County to record.06/21/2000 5:25p - AEV - casual conversation about the funding at death with elmer as a result of our newsletter.06-25-1999 08:44a- AEV - ref him to zuelhke for real estate work (d/t for daughter's house)02-07-97 15:24 - CED - Printed notepad02-07-97 15:11 - CED - drafted ILIT02-04-97 15:10 - CED - TC w/Greg Jungeblut. Prepare ILIT for them to come in and sign. Anita as Trustee, Carl-First, Amy-Second, Distribution same as LT. \$300.0011-14-96 10:52 - JHD - Printed all data11-14-96 10:34 - JHD - Printed all data10-11-96 11:48 - AEV - considered setting up 400k farm in iowa into an flip (suggested by the ml broker Ms. Wise) -- quoted 5k for flip and add'l costs -- he will just go ahead and gift liquid amounts to klds to get the estate down. He will not qualify for 2nd to die.09-30-96 17:20 - AEV - tc with Mr. B: all about ilits and heritage trusts for his grandkids (500each)Originated by: (CED-Cathy Driskell) on 09-30-96 - 15:32----- -----Please call him at home after 4:00 p.m. today. 464-4391.He has discovered that his estate is more than he thought -- a little more than \$1.4 million. He would lke to discuss tax saving methods. Seems open to other type trusts, such as heritage trusts for grandkids?09-26-96 15:03 - JHD - Confirmed appt. with Mrs. Brungsting for 9-27-96 at 2:30.09-23-96 08:56 - MLC - sent confcard	Susan Eckles



## Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

11/18/2010

8:08 AM

E-mail sent

Email to all Brunsting Sibs re: Moms DOC Visit

Candace Freed

**From:** Candace Freed

**Sent:** Wednesday, November 17, 2010 4:39 PM

**To:** 'occurtis@sbcglobal.net'; 'at.home3@yahoo.com'; 'Anita Brunsting'; 'Carole Brunsting'

**Subject:** Nelva Brunsting

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*



# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

11/7/2010	7:30 PM	E-mail sent	email from Amy T - Daugh re: moms evaluation at the DOC	Candace Freed
			<b>From:</b> Amy Tschirhart [ <a href="mailto:at.home3@yahoo.com">mailto:at.home3@yahoo.com</a> ]	
			<b>Sent:</b> Sunday, November 07, 2010 7:33 PM	
			<b>To:</b> Candace Freed	
			<b>Subject:</b> Re: Brunsting trust	

Hi Candace, I took mom to her appointment with Dr. White on Friday. Carole insisted on being there also since she has medical power of attorney. Dr. White has known our family for a long time and when he realized that he was in the middle of a family dispute, he was reluctant to make a decision on mom's competency. He spoke with mom and encouraged her to let someone else handle her finances. He also said she should not be driving anymore. I asked him to write you a letter stating whether mom was competent or not and he said he would call you, but he'd rather not write a letter. It is his opinion that at times she might be competent, but at other times she is not. I thought there was a more precise method of evaluating competency based on observed behavior. Dr. White's phone number is (713) 978-7975 if you need to reach him. After you talk with him, please let me know what you would like us to do. I can make an appointment with a neurologist if you need a more definitive answer. Thanks, Amy Tschirhart (830) 625-8352 daytime (830)822-2388 cell

11/2/2010	9:32 AM	Field Changed	Field changed Field Client DOB changed from "10/07/26 7:00:00 PM" to "09/28/21 7:00:00 PM"	Summer Peoples
11/2/2010	9:32 AM	Field Changed	Field changed Field Spouse DOB changed from "09/28/21 7:00:00 PM" to "10/07/26 7:00:00 PM"	Summer Peoples
10/28/2010	11:30 AM	Field Changed	Field changed Field Last Results changed from "" to "See CLF for this Client. skip"	Summer Peoples



## Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

---

*Date Range - All Dates*

10/25/2010

10:21 PM

Call Completed

Candace Freed



## Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

teleconference with Brunsting Children  
carol, anita, amy and candy. 1 hour 10/25/2010

advise them the reason for the call was that I was increasingly concerned about Ms. B's last few change requests to the trust. In speaking with her it seems that she is not recalling what has been done in the last few months and what was not. The purpose of the call was to let them know I was concerned and that I understand their mom is going through treatments for pneumonia and sometimes memory can be impaired by medication or it could be a sign of something else. I was asking that they get together and that with the trust as it is at this point and with the current POA for finances, that they work together to determine how best to help their mom at this time.

It seemed to me that Carol did not want to Oust mom from the position of trustee. She would like a doctors opinion before doing so. I said I thought it would be a good idea. The main thing is to help Ms. B handle things if she needs it at this point and if she is willing to allow that perhaps what is in place will suffice with a bank account that Carol has access to in order to help MS. B. pay bills etc. Carol seemed put off by this and she thinks mom has selective memory if she does not want to deal with explanations.

Anita and Amy both seemed concerned about signs they have seen as well as to whether Ms. B is having a difficult time (forgetting who she has talked with, whether she has seen Carl lately and whether she has requested the transfer of funds from Edward Jones to cover checks she is writing.

All seemed concerned abt moms driving and I suggested that perhaps coming from the Doc to Ms. B would be more palatable. Nonetheless, I had to continue to redirect conversation as to why we were all on the phone together and that was to tell them my concerns and that they should talk with their mom and see what they all agreed was in her best interest.

There were numerous concerns about whether Ms. B should be making payments or advancing money to her son Carl for his care. Carol was adamant that it was mo ms choice and that they should all support that and Carl is to come home on Tuesday and needs care givers for a while abt 8 hours a day and that her mom could pay for that. Discussion became about the sister in law

and why could she not help by applying for disability or aid and that their mom is compelled to aid the dil for the sons sake etc.



# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

10/25/2010	12:07 PM	E-mail sent	Resch 5/1 teleconf appt I EM the kids to inform them of the ph# to call and the access code to dial for today's teleconf call that has been resch fm last wk. The call is sched for 5pm CST. skp	Summer Peoples
10/14/2010	4:03 PM	Call Completed	Schedule a teleconf call I called Nelva Brunsting to give her the toll free 800 number for Monday's teleconf call. She said that her son Carl may not be able to attend since he is sick w/ encephylitis (or however you spell it) and is not doing well. I told her that one of her dau's already told me this. (Apparently Nelva forgot that she has already informed us of this and made changes to her LT when she removed Carl fm serving as a succ Tee.) Nelva asked what this teleconf mtg is abt. I told her it's abt the changes she wants to make to her LT and to discuss this w/ the kids. I told CLF that she will need to call Nelva 5 mins or so before the teleconf call to remind her to call in at 6pm. I also EM the four daus the conf call info and asked that they talk w/ each other to make sure that they all know about the conf call and ph # to call in, etc. skp	Summer Peoples
10/13/2010	11:15 AM	Call Completed	Carole called and wanted to know what the meeting was about I told her that it was about her moms condition and what the trust says now and what can be done at this point. She said she thought that changes were made and it was done and that she was fine with it. I told her that based on my conversation with her mom and that she was wanting to change things again after talking w/her that she would see a need to meet regarding her moms condition .She said she was welll aware of her moms condition and that she thought it was all taken care of. I told her that its not and I highly recommend she be a part of this meeting. I also thought that since she got on the phone and questioned why things were done a certain way and why was she not informed and put on there since she is the one in houston and the one that has to wait until her sister(s) take care of things or communicate with her to get things done. Thus, we need to discuss why mom is calling to make changes so often and cannot remember why - The email was sent to not alarm anyone. CLF	Candace Freed





## Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

10/13/2010	10:19 AM	E-mail sent	& rec'd Carole Brunsting may not be able to attend teleconf. She asked what the mtg is for? Will it be a problem if she doesn't attend? CLF advised me to respond that the mtg is re changes to their mom's LT. If they cannot meet, then it will simply mean that they have no say so in changes to their mother's LT. Rec'd EM fm dau Amy confirming Mon 2pm appt is ok for her. She also asked if they could meet sometime before 11am. I will let CLF resopnd to that question. skp	Summer Peoples
10/13/2010	8:43 AM	E-mail sent	Schedule an appt I EM the 4 kids to coordinate a time for a teleconf call next wk. I gave them 4 openings that CLF has on her calendar. THE 4 kids and mom need to coordinate a time and get w/ me on an appt time. I called & LVM for Anita Brunsting on her cell to tell her same. skp	Summer Peoples
10/11/2010	3:01 PM	Call Completed	EM sent to Anita I called Anita Brunsting & she returned my call (as I was leaving her a VM). CLF needs all Anita's siblings EM addresses to coordinate a teleconf call. I asked Anita if she could provide this info for CLF ASAP so a teleconf can be sched. skp	Summer Peoples



## Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

---

*Date Range - All Dates*

10/11/2010

2:30 PM

Call Completed

Candace Freed



## Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

Call to Ms. B with SSV regarding the changes requested.  
-Called Ms. Brunsting to discuss the requested changes and concerns I have that she is making these changes again so soon.

-I asked if she recalled the changes that were made and she said no, not really. I reminded her that we have taken care of the following: Taking son Carl off and replacing him with Anita and Amy as Co-Trustees. POA with Anita and Amy as alternate. She said she did remember these. Carl has ensephylitus.

-I reminded her of the early distribution modifications that were made and she said yes but did not recall who they were to. Were they to Carl? I told her Candace and Carol. Note: She did make a gift to Carl but I am not certain whether she made it an early distribution or advance on his trust share.

-I explained to her that she is my client and I am concerned about the changes she requested at this point and that perhaps at this time, based on our conversations, that its best not to make any changes at this time, to have a family meeting via telephone and make a determination of what needs to be done, at this point, if anything. She said that sounds fine and she appreciates it. I asked how Carl was doing and said that it had been a few days and that she had talked with him on the phone. He can draw now and although she talked with him it was difficult to tell how well he was progressing and that it will be a slow process. He is in rehab now and she is not sure when he will be going home.



-I suggested that the family meeting could omit him due to his condition and that we do not want to cause any undue stress on him and his personal recovery. She agreed. I did tell her that we would contact one of the children who is in contact with Carl (she said it should be Carol as she goes and checks on him every other day or so) and that she would know best whether he was in any shape to have such conversations.

-I also suggested that it is important for the family to talk together and discuss her needs and what needs to be done, if anything at this point regarding her finances and her trust/estate plan and how the family can best serve her needs.

I asked her for contact information for the children so that summer can contact them and set a time and date for the conference call. She said that would be fine and thank you.



## Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

10/11/2010	10:18 AM	Call Completed	I spoke w/ Nelva Brunsting and advised her that unfortunately CLF will not be able to make th appt today to meet w/ her at the house but CLF would like to call her at that time to discuss some options. She was fine w/ that. I didn't say anything more as to why the appt was CAN or what the discussion would be about. EM CLF. skp	Summer Peoples
10/7/2010	1:42 PM	Call Completed	Ms. B called back She would like to make some changes to the trust. She would like to name Carol and Anita as Co-trustees and change the POA (Fianncial) to Carol. I asked her if she was being compelled to make the change and she said no. This is what she wanted. I told her Ok and that I would have the documents drawn up and come by on Monday at 2pm. CLF	Candace Freed



## Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

---

*Date Range - All Dates*

10/7/2010

12:28 PM

Call Completed

Candace Freed



## Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

Call to Nelva Brunsting by CLF to discuss issues of which Anita was concerned

October 7, 2010 - Spoke to Nelva. I asked her if it was Ok to talk since she has a caregiver coming in to help her and I wanted to ensure that it was an appropriate time to talk. She said yes that her Daughter Carol was there helping her out. I told her that Anita had called She confirmed that she was in the hospital for a short Bit and that she was home and on breathing treatments. She did not understand why Edward Jones did not transfer the funds. I told her that she should contact Ed Jones and ask them to check why the funds were not transferred and that it cost her in bank fees. She said she would. Abrubtly a voice came thru also on the line unbeknost to me that she was on the line was Daugh Carol who stated that from her checking that she was not sure that Ed Jones had gotten an instruction and that even if they did, that there would have been enough time to sell anything and sweep funds to cover the check. I recommended to ms. B that if she wants to make the gift that is her decision and I have no opinion as to the gift. However, I would recommend that she make the check payable 13K to Carl and 12 to his wife so that there is a paper trail for the IRS and that she stays below the gift tax allowance. She said she understood and she said that she should have done that in the first place.

Ms. B then said that Carl has ensephlytis and that he needs to be taken off things. I reminded her that we had already taken care of these things a few weeks ago and she said, Oh thats right. Carol piped up and said that while it was taken care of that Anita and Amy were put on as the Succ tees and that she was the one that was here and close by and that she is having to wait on answers from the Sibbs to take care of things here. She needs to be the one named on there as the Succ Tee with Anita. I told her that it was up to Ms., B and that I am not certain as to why it was decided by anyone how the tees should be named the last go around but that it was always something that could be modified. I suggested that if Ms. B wanted to resign as tee she could name anyone she wants and that its revocable by her ant anytime. I also suggested an account that sweeps cash into it periodically for her to have to writer her own checks for things but then the trustee can take care of writing out large checks and bills etc for her if she needs help with that. She said that she liked the idea of that. I suggested that Carol be on the account with mom since she is local. Carol stated that while its

well and good that she thinks she should be CoPOA. I explained that companies do not like Co-POAs b.c they have to be able to rely on

Page 27 of 38

Created 3/22/2012 at 2:56 PM

V&F 001194



# Notes/History

Candace Freed,  
1.1777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

10/6/2010	6:00 PM	Call Completed	<p>Call to Anita Brunsting Cell. returned. Anita is concerned about Her mom. She was placed int he hospital a few weeks ago (her mom got phneumonia which with her comppromised lungs is not that unusual, however, she mentioned ot her other sister that she was stressed out over the pressure she is getting from Dll (wife of her son that is in the hospitla - Carl) that she should be helping them out as to medical bills and the like. She was concerned about what her mom did in that while it was a single check for 25K to her son Carl for them to use - aside from the gift tax implications that CLF had already discussed with her mom her concern was that mom did not even make sure the money was in the account and the check bounced. the worst was that mom could not remember if she even called the broker to tell him that she needed money transferred over to her checking account to cover the check. She is concerned abt moms ability to handle things and mom has expressed concern abt the pressure she is feeling.</p> <p>I went over the options with Anita and suggested that if mom is willing to resign, that it is the best option for her to accept the resposibility for now and that she can open an account in moms name alone, w/her as a co-signer, and POD to the trust so that mom can have the freedom to write checks but that it will be monitored.</p> <p>Anita advised that Ms. B was having a hard time getting around. I suggested that I would go to Ms. B's house since she lives so close and take care of things at her instruction. I explained that I would need to discuss what this menas with Ms. B first before I prepare any documents. I also would be able to ascertain her condition at signing as well.</p> <p>CLF awaiting word from Anita as to how to handle. CLF</p>	Candace Freed
10/6/2010	4:45 PM	Call Received	<p>Anita Brunsting (dau) called (LVM @ 12:41pm) re questions abt POA &amp; gifting. Mom gave bro \$25K instead of paying medical bills directly. She has questions abt the POA clause in LT. Pls call. 361-550-7132. EM CLF. skp</p>	Summer Peoples
9/2/2010	5:22 PM	Letter sent	<p>Distr form ltr mailed CLF drafted distr ltr for Nelva Brunsting to sign and send to Carol Brunsting. See T:\ for copy. skp</p>	Summer Peoples



# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

9/2/2010	1:37 PM	Call Received	Nelva Brunsting called for CLF (LVM @ 10:38am) re dau Carol who wants \$20,000 donation against her heritage. Pls call to discuss. She isn't sure how this was handled for her dau Candy. EM CLF. skp	Summer Peoples
8/17/2010	9:58 AM	Field Changed	Field changed Field Spouse Type changed from "" to "Deceased;Living Trust"	Summer Peoples
8/17/2010	9:58 AM	Field Changed	Field changed Field Marital Status changed from "Married" to "Widowed"	Summer Peoples
8/17/2010	9:57 AM	Field Changed	Field changed Field ID/Status changed from "" to "Client"	Summer Peoples
7/29/2010	10:11 PM	Contact Linked	Linked to company Elmer H. Brunsting	Susan Vacek
7/29/2010	8:45 PM	Field Changed	Field changed Field ID/Status changed from "Living Trust" to ""	Susan Vacek
7/14/2004	2:10 PM	Field Changed	ID/Status - Living Trust	Candace Freed

## Notes

Date	Time	Regarding	Record Manager
2/8/2012	9:34 AM	gave the recorded deed paperwork to SKP. bms	Beth Spiller
1/25/2012	10:44 AM	Survivor's Trust deed is back from being recorded in Harris County.	Beth Spiller
10/18/2011	9:53 AM	In sorting thru a storage box for another client file, I came across an envelope for this Client. I have added to the PM file we have here on site. skp	Summer Peoples
8/4/2011	9:34 AM	Copied Brunsting LT and related First AMN & QBDs for Jim Blackburn, atty for Carl Brunsting. Carol Brunsting is supposed to be dropping by the office to rev'w these docs prior to us mailing them to Jim. I have the envelope of the copied LT and docs on my desk by my inbox. EM MCC & cc CLF. skp	Summer Peoples
7/27/2011	12:52 PM	Review of Engmt Ltr for consult re: PAT trust amendments for Nelva Brunsting.	Candace Freed
7/26/2011	8:34 AM	Engage ltr (hourly) for rev'w. skp	Summer Peoples
7/20/2011	1:25 PM	CLF needed file fm storage. It was just abt to be sent to storage. Currently, everything in it that needed to be scanned has been scanned. I have put the file in CLF's file cabinet in her office. It will likely need to be added to another box later, as it will be larger. I have removed it fm the list on Box 538 and will add another file there instead. skp	Summer Peoples
6/1/2011	8:24 AM	File previously scanned and was boxed to send to storage when Client called again for add'l work. File is now sent to storage in Box 538. skp	Summer Peoples
2/15/2011	11:44 AM	Drafted 3rd QBD & 2 fndg ltrs for CLF's rev'w. skp	Summer Peoples
7/28/2010	9:01 AM	Rec'd ck for \$250 fm Nelva Brunsting. I'm thinking that she submitted this to pay for the De Koster fee. We already added the \$250 De Koster fee to our last Invoice (dtd 7.13.10) mailed to her. She pd in full for this. I told her that I would shred this \$250 ck. She also asked what she needed to sign (US Deeds). She said she will come by the office to sign before a notary. EM CLF & cc MCC. skp	Summer Peoples





# Notes/History

Candace Freed,  
11777 Katy Freeway, Suite 300 South  
Houston, TX 77079

Date Range - All Dates

7/21/2010	1:25 PM	Rec'd full pymt (\$290.81) fm Nelva Brunsting. skp	Summer Peoples
7/20/2010	3:07 PM	CLF returned call to Nelva's daughter Anita. Asked how she was doing. She is feeling okay. She has cancer on the liver but its the lungs that she has issues with that keep her treatment of the liver cancer from being able to handle the treatments. Worse over, her Brother Carl has ensephalitus and is in the hopsital. 3 weeks now. She is concerned for several reasons: 1- Not sure what the outcome for the brother is going to be or if he will recover. This may be problematic in that they are not certain his wife will not take off with the money or actually use it for his care 2-He is the first agent under POA 3-He is on the MEDPOA fo rmom 4-He is a Co-Tee w/Anita  Comments from sil (Carl's wife) to Nelva was that she wished she would go on and sitrbute Elmers share of the trust since Carl had said he wanted her to have something and if Carl dies then his daughter would get it all.  I suggested the following but that it needed to come from Nelva - 1. Apit Succ Tee changign Carl out to another co tee with Anita 2. PAT QBD so the Co-tee can flips Carl's trust into a supplemental needs trust have the Co-Tees have the right to name their own succ tee of Carl's trust should he fully recover 3. Nelva can make unlimited gifts to Carl of Doctor bills paid directly to the provider Dtr or Hospi gift tax free 4. Med POA updated to add Anita and Take Carl off (move him down at least) - He is currently listed as No.1  I recommended these be done in a timely fashion since Ms. B is dealing with her own health issues. CLF	Candace Freed
7/20/2010	11:58 AM	Anita Brunsting called for CLF (LVM @ 11:12 am). 361-550-7132 calling on behalf of mom Nelva. If you'd give me a call, I'd appreciate it. EM to CLF cc SKP. lhm	Leticia Meador
7/13/2010	4:36 PM	Mailed original opinon ltr fm Iowa atty, his Invoice (\$250) and our Invoice (\$290.81 - which includes his \$250 fee, as we are paying this directly and Nelva Brunsting is to reimburse us). Also Incl return enve. Nelva is to call me to arrange a time for her to come by the office to sign US Deeds so we can mail that for recordation. skp	Summer Peoples
7/7/2010	4:18 PM	Rec'd full pymt (\$395.87) fm Nelva Brunsting for hourly fees. skp	Summer Peoples
7/7/2010	8:47 AM	Rec'd Opinion letter from Iowa Atty that Dt will qulaify under definition of testamentary trust and thus will allow for an Irrev trust to own the Cropland. Email to SKP. Please prepare a bill for the opinion letter received. Keep a copy of the opinion letter for our files and send Ms. B the original with a bill from us. Do a check request to Joanne for the law firm fee and pay the bill for her and we will get reimbursed by her. We need her to come in and sign the deed from the LT to the DT and notarize. Then send the deed back to US Deeds for recording. thanks	Candace Freed
7/1/2010	12:07 PM	Rec'd VF copy of signed receipt & distr fm Candace Louise Curtis. Filed in file. EM CLF. skp	Summer Peoples
7/1/2010	10:26 AM	Mailed Invoice (\$395.87). Incl return enve. skp	Summer Peoples
6/25/2010	1:52 PM	CLF called Rich to explain the issue. They are closed on Fridays. Left him a message. Ext 105 - Left him a message that it was my recommendation that we get n opinion letter from an atty in IOWA and that if he had already gotten one that we would like a copy of it for the file. Otherwise we recommneded that she get one. CLF	Candace Freed

**From:** [Nelva Brunsting](#)  
**To:** [Candy Curtis](#)  
**Date:** Monday, March 08, 2010 6:31:09 PM

---

Candy: I understand from Anita that you are abit concerned about the Living trust and the insurance policy. Everything in both is divided evenly by 1/5. Your share of the insurance policy is 50,000 if you wait. If you want your share now it will be just what the policy is worth now. Your share would be about 16,000. It can be done but it's quite a hassle. The stocks and stuff will be divided evenly. If you need money let me know. Did you know Carole has been let go her job.? I feel so sorry for her because she's at the age where most companies want younger people. She's gone back to school to get her cpa but that will take some time.

**QUALIFIED BENEFICIARY DESIGNATION  
AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT  
UNDER LIVING TRUST AGREEMENT**

I. I, NELVA E. BRUNSTING, the surviving 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 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 distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST not previously distributed, as follows:

**Section A. Advance on Trust Share for a Beneficiary**

Upon the death of NELVA E. BRUNSTING, any funds advanced during her lifetime after June 1, 2010, and further evidenced in a writing signed by her stating that such funds are an advance on the said beneficiary's inheritance, shall be treated by her successor Trustee as an advance on the trust share of the beneficiary receiving such advance or their descendants, as the case may be, and shall be deducted from said beneficiary's trust share. Such sums withheld shall be distributed equally among all remaining beneficiaries, as set forth in Article X, Section A of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

II. 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), (hereinafter called "The Decedent's Trust") 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, my Trustee shall distribute the balance of the principal and net, undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST not previously distributed, as set forth in Roman Numeral I, Section A of this document.

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. 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, 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 June 15, 2010.

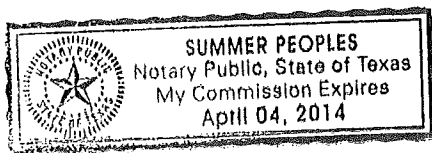
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary


**ACCEPTED** and effective on June 15, 2010.

  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on June 15, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



  
\_\_\_\_\_  
Notary Public, State of Texas

08112015:1020:P0216

EXHIBIT

A

COPY

UNOFFICIAL

## PM TRUST REVIEW MEETING

Client Name: Brunsting, Nelva

Date: 07/30/10 Estate Size: 2 mil±

IRA: Husband - N/A Wife - \_\_\_\_\_

Current Address/Phone: 13630 Pinelock Hwy 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 & Army Ruth... Co-trustees  
or Successors 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 & Armie as Co-trustees for Carl  
(except they have rt to name Carl as admin)  
Distribution of PAT: need to Low Succ Tee

Same as LT except need language  
about the last amend (QBD) also early distr.

Signing Date & Time	
<u>Wed. Aug. 4th</u>	
<u>2:pm</u>	
Fee: _____	_____
Paid: _____	Mail: _____

\_\_\_\_ **Specific Distribution:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ **Ultimate Distribution:**

\_\_\_\_\_  
\_\_\_\_\_

**HEALTH CARE DOCUMENTS:**

1<sup>st</sup> Agent: Carol

2<sup>nd</sup> Agent: Anita

3<sup>rd</sup> 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

\_\_\_\_\_ Safe Deposit Box

\_\_\_\_\_ Life Insurance

\_\_\_\_\_ Stocks and Bonds

\_\_\_\_\_ Oil & Gas Interests

\_\_\_\_\_ Motor Vehicles

\_\_\_\_\_ Credit Union Accounts

\_\_\_\_\_ Sole Proprietorship Assets

\_\_\_\_\_ Partnership Interests

\_\_\_\_\_ Promissory Notes & Mortgages

\_\_\_\_\_ CDs

\_\_\_\_\_ Annuities

**Additional Documents:** \_\_\_\_\_

**NOTES:**

Needs new DFPDA order

Anita

Carol

Amy

Any Name Changes for children? \_\_\_\_\_ Any children Predecease? No.

If Yes, who: \_\_\_\_\_

09112015:1020:P0220

FEES:

QUOTED: \$ \_\_\_\_\_ (Plus Expenses)

AMOUNT REC'D: None DATE: \_\_\_\_\_

BALANCE DUE: \_\_\_\_\_

DOCUBANK? \_\_\_\_\_

Cost per 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  
Carol has encephlytus  
amendments to trust

Anita + Annice as Co.tees

Change list under ME

Carol  
Anita  
Annice

Financial P.O.A

Anita  
Carol  
Annice

Amend to trust / PAT's w/ Annice  
to correct Supp Needs to. Anita  
to be  
Co.tees.  
sp needs?

---

**From:** Anita Brunsting  
**To:** Candace Freed  
**Sent:** 10/6/2010 8:19:06 PM  
**Subject:** Brunsting Family Trust

Candace,

I spoke to mom tonight and she agreed to resign as trustee and appoint me as trustee. I told her that you would be contacting her to re-explain things and make sure she understood what was happening.

If you have any questions, my cell is 361-550-7132.

Thanks,  
Anita

08/11/2015 10:20: P0222

V&F 001277

## 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 August 25, 2010, 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:

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.

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.

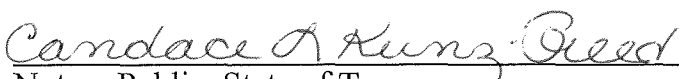
The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

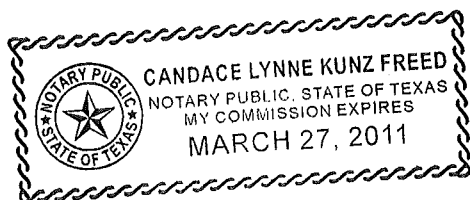
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public, State of Texas



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 August 25, 2010, 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:

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.

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 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 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 August 25, 2010.

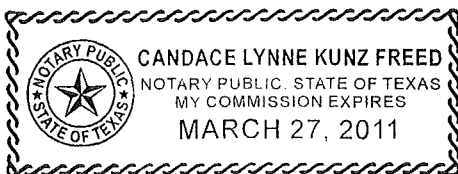
  
NELVA E. BRUNSTING,  
Founder and Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

  
Notary Public, State of Texas





CERTIFICATE OF TRUST  
FOR THE  
NELVA E. BRUNSTING SURVIVOR'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 revocable trust known as the NELVA E. BRUNSTING SURVIVOR'S TRUST. 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:

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 tax identification number of the NELVA E. BRUNSTING SURVIVOR'S TRUST is 481-30-4685. The Trust still qualifies as a grantor trust and a separate tax identification number is not required.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING  
SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated August 25, 2010, 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:

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.

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 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.

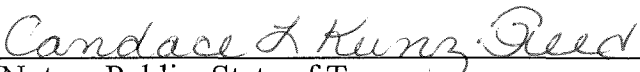
The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

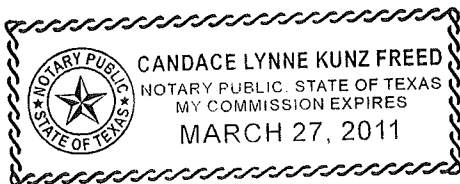
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public, State of Texas



## 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 August 25, 2010, 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:

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.

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.

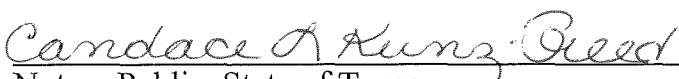
The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

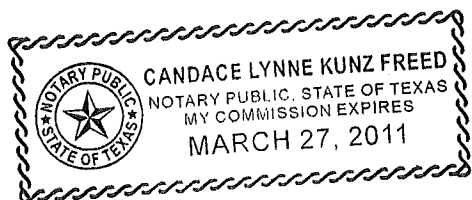
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public, State of Texas



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 August 25, 2010, 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:

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.

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 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 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.

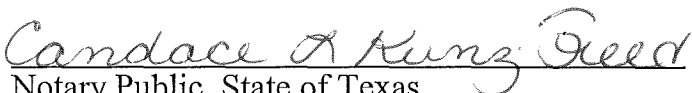
The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

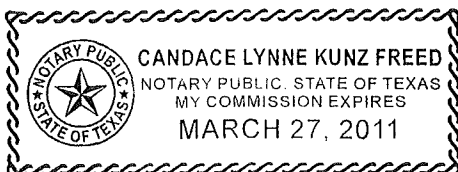
  
NELVA E. BRUNSTING,  
Founder and Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

  
Notary Public, State of Texas



CERTIFICATE OF TRUST  
FOR THE  
NELVA E. BRUNSTING SURVIVOR'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 revocable trust known as the NELVA E. BRUNSTING SURVIVOR'S TRUST. 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:

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 tax identification number of the NELVA E. BRUNSTING SURVIVOR'S TRUST is 481-30-4685. The Trust still qualifies as a grantor trust and a separate tax identification number is not required.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING  
SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated August 25, 2010, 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:

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.

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 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.

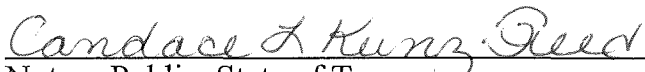
The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

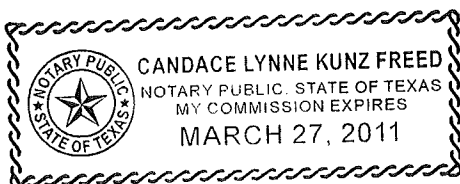
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public, State of Texas





**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.

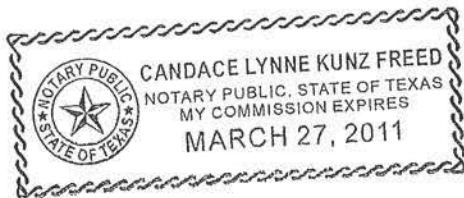
*Nelva E. Brunsting*  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary

*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.

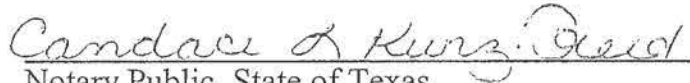
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary

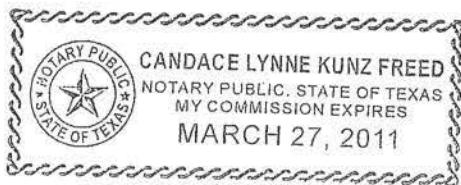
*ACCEPTED* and effective on August 25, 2010.

  
\_\_\_\_\_  
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



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.

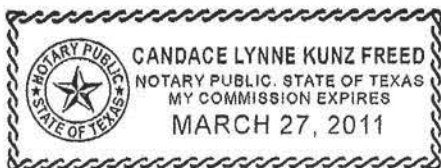
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary

*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.

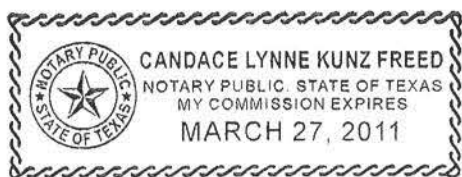
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary

*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.



  
\_\_\_\_\_  
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.

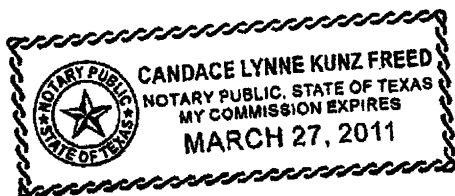
*Nelva E. Brunsting*  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary

**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

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.

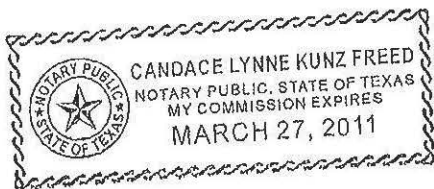
*Nelva E. Brunsting*  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary

*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.



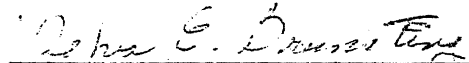
*Candace Lynne Kunz Freed*  
\_\_\_\_\_  
Notary Public, State of Texas

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.

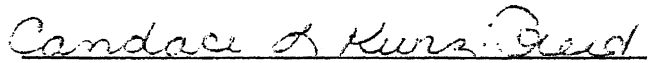
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary

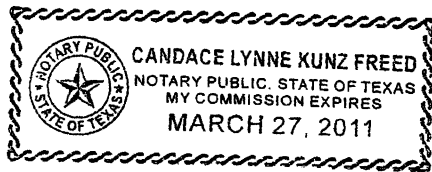
**ACCEPTED** and effective on August 25, 2010.

  
\_\_\_\_\_  
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





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.

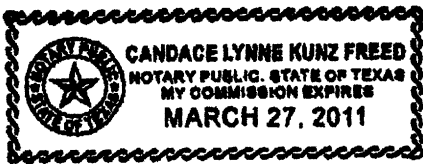
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary

**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

**STATEMENT OF FIRST WITNESS**

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

Merlin Case  
Signature of First Witness

Date: 8/25<sup>th</sup>, 2010

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

\_\_\_\_\_  
Address of First Witness

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

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

\_\_\_\_\_  
Address of Second Witness

---

**From:** Anita Brunsting  
**To:** Candace Freed  
**Sent:** 10/6/2010 8:19:06 PM  
**Subject:** Brunsting Family Trust

Candace,

I spoke to mom tonight and she agreed to resign as trustee and appoint me as trustee. I told her that you would be contacting her to re-explain things and make sure she understood what was happening.

If you have any questions, my cell is 361-550-7132.

Thanks,  
Anita

October 7, 2010 - Spoke to Nelva. I asked her if it was Ok to talk since she has a caregiver coming in to help her and I wanted to ensure that it was an appropriate time to talk. She said yes that her Daughter Carol was there helping her out. I told her that Anita had called She confirmed that she was in the hospital for a short bit and that she was home and on breathing treatments. She did not understand why Edward Jones did not transfer the funds. I told her that she should contact Ed Jones and ask them to check why the funds were not transferred and that it cost her in bank fees. She said she would. Abruptly a voice came thru also on the line unbeknownst to me that she was on the line was Daugh Carol who stated that from her checking that she was not sure that Ed Jones had gotten an instruction and that even if they did, that there would have been enough time to sell anything and sweep funds to cover the check. I recommended to ms. B that if she wants to make the gift that is her decision and I have no opinion as to the gift. However, I would recommend that she make the check payable 13K to Carl and 12 to his wife so that there is a paper trail for the IRS and that she stays below the gift tax allowance. She said she understood and she said that she should have done that in the first place.

Ms. B then said that Carl has encephalitis and that he needs to be taken off things. I reminded her that we had already taken care of these things a few weeks ago and she said, Oh thats right. Carol piped up and said that while it was taken care of that Anita and Amy were put on as the Succ tees and that she was the one that was here and close by and that she is having to wait on answers from the Sibs to take care of things here. She needs to be the one named on there as the Succ Tee with Anita. I told her that it was up to Ms. B and that I am not certain as to why it was decided by anyone how the tees should be named the last go around but that it was always something that could be modified. I suggested that if Ms. B wanted to resign as tee she could name anyone she wants and that its revocable by her ant anytime. I also suggested an account that sweeps cash into it periodically for her to have to writer her own checks for things but then the trustee can take care of writing out large checks and bills etc for her if she needs help with that. She said that she liked the idea of that. I suggested that Carol be on the account with mom since she is local. Carol stated that while its well and good that she thinks she should be CoPOA. I explained that companies do not like Co-POAs b.c they have to be able to rely on them for the decisions to be made and if they do not agree then nothing gets done. Carol hung up the phone abruptly. I asked ms. B if all was well there and she said yes it was fine. I told her to let me know what it was after they discussed as a family what would be best for her as she was my client and my concern was that she was being taken care of. She said thank you and that she would let me know but that she thought they way it was now (with amy and Anita as Co-tees) was fine. I told her that I would bring any documents she needed to be signed to her to sign since our office winds her. CLF



---

**From:** Candace Curtis <occurtis@sbcglobal.net>  
**Sent:** Wednesday, October 13, 2010 8:38 AM  
**To:** Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com; Summer Peoples  
**Cc:** Candace Freed  
**Subject:** Re: Brunsting Trust

All --

GREAT IDEA!! I am available anytime.

Candy

--- On **Wed, 10/13/10, Summer Peoples** <[Summer@vacek.com](mailto:Summer@vacek.com)> wrote:

From: Summer Peoples <[Summer@vacek.com](mailto:Summer@vacek.com)>  
Subject: Brunsting Trust  
To: [occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net), "Anita Brunsting" <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)>, [cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net), [at.home3@yahoo.com](mailto:at.home3@yahoo.com)  
Cc: "Candace Freed" <[candace@vacek.com](mailto:candace@vacek.com)>  
Date: Wednesday, October 13, 2010, 6:42 AM

Dear Brunsting Family:

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

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

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

I look forward to hearing from you soon.

Thanks,

*Summer Peoples, CP*

Certified Paralegal

**Vacek & Freed, PLLC**

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: [summer@vacek.com](mailto: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.

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 (1-800-229-3002) and destroy the original transmission and its attachments without reading or saving them to disk or otherwise.\*\*\*

**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:

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.

P12776

10/25/2010.

Conference Call w/ daughters of  
Nelva B.

Candace

Carol ✓

Amy ✓ New Braunfels.

Ruth

Arita

Robert - caregiver →

Carol → has been feeling better.

concerns

her drunk is bothersome

Neurologist discussed

→ Pulmonary, oth - tumor grown  
slightly.

→ Get her into MD Anderson.

→ greatly improved physically.

→ Carol goes over.

Neurologist being assessed.

Doing MD Anderson.

Amy - progression of memory  
seems worse.

concerns abt trades on



Candy:-

if mom let's go of money,  
mother relieved of burden  
have clear pathway.

-Authorize)

-Mom gets very confuse -

Amy - New Braunfels, TX  
Cont

Cell: 1-830-822-2388.

Regular:

→ Carol: Cell: 713-560-4638,  
Here in Houston, TX  
Tina coming in to help

Carl is making progress.

Called her

He can draw now.

He hi- at Rehab Oct. 28<sup>th</sup>, 2010.

Candace;

Anita. Del-550-7132

1. Daughter in CA loan against  
her inheritance.

Candace was adopted.

Advance of Trust share @ \$20,000.00  
coming from Edward Jones

prepare letter on law firm  
for distri  
amend trust

ask about the opinion letter

5/11/2009

Cly spoke to Darlene @ Edward Jones re: Henry's Trust acct

Options 1: change SS# <sup>to</sup> hers alone  
option 2:

Is there a deadline to do so?

all  
change  
dead. M  
8 a.m. M  
8 a.m. M

open new trust acct.  
using her SS#  
one - 1095 is to date  
fund - distribution

she will let me know.  
call + let me know.  
options.

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.

--- 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

P12775

Put Locker + ...

**From:** [Carole Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re:  
**Date:** Tuesday, October 26, 2010 10:12:29 AM

---

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:

P12773

---

**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 Candace, 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 attorney 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 an 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 on 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 too low on oxygen and if they made her walk to Candace's office I know for a fact her levels were too 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 too 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

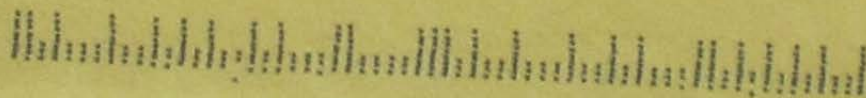
Anita is unduly influencing Mother and now Amy has piled on. Mother never would have made these changes on her own. This was all done by the hand of Anita who put herself in charge of everything.

Nelva Brunsting  
13630 Pinerock Ln.  
Houston, TX 77079

HOUSTON TX 77079  
MAY 10 PM 2 T



Candy Curtes,  
1215 Uginian Way  
Martinez, CA  
94553



W  
S  
D  
com  
tar  
con  
you  
The  
pat  
usa  
I  
will  
is g  
know



Hi:

Sunday

It's almost 10pm but I'm not sleepy and my computer won't cooperate tonight.

So I heard you were concerned that any money you receive after I leave this marital coil will be put in a trust and Anita would have to deal it out.

That's not true. You'll still get whatever share is yours. If you don't know how to manage money

by now it's too late. I'm on alyqur quite a bit of the time now. Even sleep with it. The hum of the motor is rather soothing.

Had about 50 or so trickles this evening. Jim took care of taking the goodie out.

Our weather is still gorgeous but so very dry. Glad Jim met a farmer. I see farmers are doing better. In watching the Mule Series. Looks like your guys are winning.

Aren't those cards pretty? Could get them for me.  
(over)

Some day I'm going to  
get a lap desk. I guess  
I'm too lazy to sit at the  
desk. I usually write notes  
watching TV at home.

Wish I had your lovely  
handwriting. I started out  
left handed but my 1st gr.  
teacher made me write  
right handed so I ~~blame~~  
~~her~~. 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





Some day 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 night.

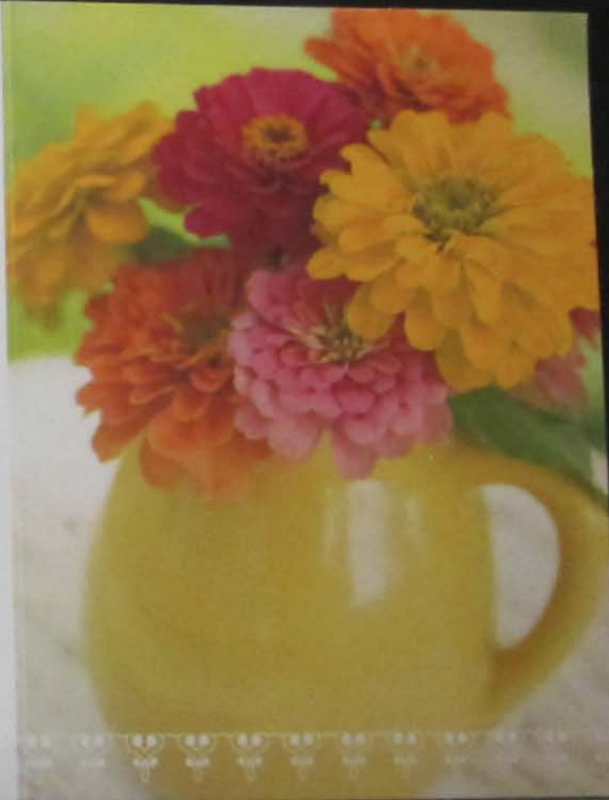
Wish I had your lovely  
handwriting. I started out  
left handed but my 1st gr.  
teacher made me write  
right handed so I ~~was~~  
~~was~~ blame her.

f.

  
Hallmark  
STATIONERY

ENTRUST  
© HALLMARK LICENSING, INC.  
MADE IN U.S.A.  
hallmark.com

I can't  
even read  
my own  
writing!  
Bye now, Love, Mother



**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.

---

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 27-6453100.

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.



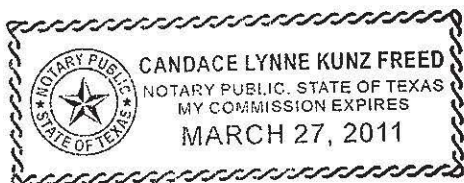
  
ANITA KAY BRUNSTING,  
Successor Trustee

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



## CERTIFICATE OF 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. 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. the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.
5. 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:

ANITA KAY BRUNSTING, Trustee, 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.

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 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 December 21, 2010.

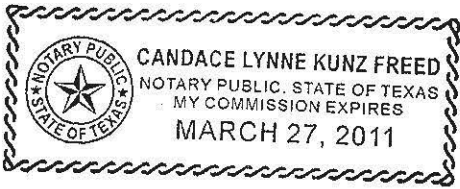
  
ANITA KAY BRUNSTING,  
Successor Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on December 21,  
2010 at 1:46 p.m., by ANITA KAY BRUNSTING, as successor Trustee.

Witness my hand and official seal.

Candace Lynne Kunz Freed  
Notary Public, State of Texas





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

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 481-30-4685.

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.

## CERTIFICATE OF 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. 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. the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.

5. 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:

ANITA KAY BRUNSTING, Trustee, 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.



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 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 December 21, 2010.

  
ANITA KAY BRUNSTING,  
Successor Trustee



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.

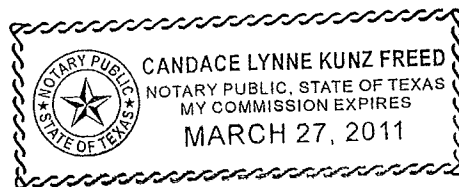
WITNESS MY HAND on December 21, 2010.

  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Original Trustee

THE STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:34 pm  
p.m., by NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace Lynne Kunz Freed  
Notary Public, State of Texas



**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.

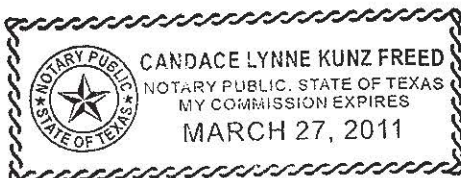
My resignation is effective immediately and I hereby appoint ANITA KAY BRUNSTING as the Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as well as the subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

*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 Lynne Kunz Freed*  
Notary Public, State of Texas



---

**Subject:** [No Subject]

---

**From:** Candace Curtis (occurtis@sbcglobal.net)

---

**To:** cbrunsting@sbcglobal.net;

---

**Date:** Thursday, December 30, 2010 4:34 PM

---

C --

The man's name is Tuy Nguyen. English is his second language, quite possibly his 15th...I worked with an Asian that talked like that, so I understood most of what he said, but it can get annoying at times. You need to call him as soon as you can.

Ofc Ph 713-940-5204

Fax 713-928-7651

Cell 832-454-4197

I reached him on his cell. Things he told me are news to me. He interviewed Drina while she was at the hospital with Carl. He went there to see Carl and begin his investigation, and was "surprised" by her presence. She told him she followed ALL doctors' orders, DID NOT take him off any medications at any time, and kept rudely inquiring "WHO CALLED YOU?, WHO SAID THAT?", etc.

I am interested to see what he tells you. Hopefully your short term memory is better than mine. He was very candid and apparently there is no problem with his sharing the details of his conversations with anyone about Carl. We are going to have to work hard to get him the evidence he needs. I gathered this from our discussion and then he gave me his fax number, so I hope you can confirm this when you talk to him. I can make the calls to TIRR, the hospital, and the doctors, but I need to know what I'm asking for. I don't think they'll give me any information but I can find out who APS needs to get in touch with and surely there is some provision for this in the HIPPA stuff.

Basically he needs to pull together the evidence to support our claim of neglect and testify at the guardianship hearing. We need to put together the guardianship stuff and Rik thinks we can get some kind of temporary guardianship until we go to court. There are big differences between California and Texas, so I'm checking into that now. I found a website with the forms and a link to an attorney firm. Great marketing gimmick - they think we'll call them because the forms are complicated. There are two kinds of guardians; one for the person, one for the estate. Sometimes one person does both, sometimes there are two people. To keep Anita puffed up on her power and control trip, it might be a good idea to get her appointed financial guardian and you appointed for Carl's "person". She's all hot to make sure if Carl dies before Mother his money will go back into the trust. She's cutting Carl's daughter and granddaughter out. That's pretty much all she would talk about when I called her this morning. Then she turned around and called APS. I don't think Carl is going to die any time soon and if she's in charge, she can make sure all his premiums are up to date. SHE'LL HAVE TO GIVE DRINA AN ALLOWANCE. Guardianship is the perfect solution to everyone's issues and Carl WILL get better once he's in the proper facility. They won't put up with any of his shit because they see it every day and know how to deal with it.



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 did 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Elmer H. Brunsting Decedent's Trust is [REDACTED] B100.)

(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

P4339

07132015:0809:P0259

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

Enclosures

P4340

07132015:0809: P0260

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  
31630 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.

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.

1 Daytime Telephone Number  
713-464-4391

PARTIAL TRANSFER:

3 DRS Book-Entry Shares (number of whole shares to transfer)

[REDACTED]

4 Certificated Shares (number of whole shares to transfer)

[REDACTED]

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)

Signature Guaranteed  
Medallion Guaranteed  
FIRST VICTORIA  
NATIONAL BANK  
AUTHORIZED SIGNATURE  
(10) A 0152439  
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™

Signature of All Current Holders or Legal Representatives

*Ante Kay Brunsting*

[REDACTED]

Date (mm / dd / yyyy)

03 / 10 / 2011

IMPORTANT ► You must complete both sides of this form for it to be valid.

P4341

E2UTR

+



07132015:0809: P0261

**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)

[Empty box]

**B** \*Social Security Number (SSN) or Employer Identification Number (EIN)

[Redacted] 3100 (do not use hyphens)  
 SSN  EIN

**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

[Empty box]

**F** Date of Trust (mm / dd / yyyy) (if applicable)

04/01/2009

**G** Address Number and Street Name / PO Box

203 BLOOMINGDALE CIRCLE

Apt. / Unit Number

**H** City

VICTORIA

State

TX

Zip Code

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

*Anita Kay Brunsting* TRUSTEE

Date (mm / dd / yyyy)

03/10/2011

07192015:0809: P0262

**AFFIDAVIT OF RESIDENCE**

To be completed for decedent transfers only.

Account Name: ELMER BRUNSTING Account Number: [REDACTED] 2102  
Name of Stock: NEVA BRUNSTING TR  
EXXON MOBIL  
Deceased Holder's Taxpayer Identification or Social Security Number: [REDACTED] 8905

The undersigned, ADITA K. BRUNSTING, TRUSTEE  
residing at 203 BLOOMINGDALE CIRCLE VICTORIA TX 77904

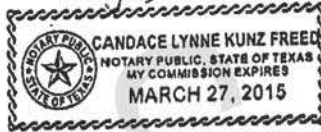
being duly sworn, deposes and says that he/she is TRUSTEE  
Describe your status, i.e. Executor, Administrator, Survivor in Joint Tenancy, etc.  
(If a corporate fiduciary show title of affiant and name of corporation)

of (the estate of) THE BRUNSTING FAMILY LIVING TR & THE  
ELMER BRUNSTING DECENT'S TR DTD 4/11/2009  
who died on 04/10/2009

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: Adita Kay Brunsting trustee



AFFIX SEAL

Sworn to before me, a notary public, this  
11<sup>th</sup> day of March, 20 11

Signature: Candace K. Kunz Freed  
(official administering oath)

Title: Attorney & Notary  
My commission expires 3.27.2015

07132015 0809: P0263

Computershare +

Computershare  
PO Box 43078  
Providence Rhode Island 02940-3078  
www.computershare.com/investor

ELMER H. BRUNSTING OR NEWA  
BRUNSTING, TR BRUNSTING FAMILY LIVING TR U/A 10/10/96

Name of Current Account Holder  
31630 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

1 Daytime Telephone Number  
713-464-4391

Shares to be Transferred

PLEASE NOTE: Whole shares cannot be divided into fractional shares.

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 indicated by writing.

6 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  
[Signature]  
AUTHORIZED SIGNATURE  
(10) A0152439  
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™

Signature of All Current Holders or Legal Representatives  
[Signature]

Date (mm / dd / yyyy)  
03 / 10 / 2011

IMPORTANT ► You must complete both sides of this form for it to be valid.

P4344

E2UTR

+



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 hyphans) SSN  EIN   
4685

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 / TOO 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 Lay Brunsting TRUSTEE 03 / 10 / 2011

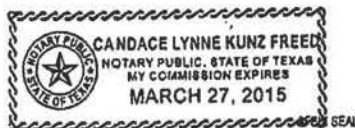
07132015 0809 P0265

**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 E  
ELMER BRUNSTING  
who died on 04/01/2009  
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



Sworn to before me, a notary public, this  
11<sup>th</sup> day of March, 20 11  
Signature: Candace N. Kunz Freed  
(official administering oath)  
Title: Attorney & Notary  
My commission expires 3.27.2015

P4346



**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.

**From:** Amy Tschirhart (at.home3@yahoo.com)  
**To:** occurtis@sbcglobal.net;  
**Date:** Sat, January 8, 2011 7:34:10 PM  
**Cc:**  
**Subject:** Phone number

Hi Candy,  
Could you send me Owen's phone number? I wanted to ask him a question about private investigators.  
Thanks,  
Amy

## IMPORTANT REMINDER

Your Living Trust will only control property which has been transferred into the name of the various subtrusts. If property is not in the name of the appropriate Trust or Share, it may be subject to **guardianship** and **probate court** proceedings, and may not pass according to your estate plan. Also, loss of estate tax exemption equivalents may occur resulting in **huge death taxes** on your passing. In order to be sure that the various institutions you have notified have properly changed the title in various accounts, you must review statements you receive from them over the next few months. If you have any questions about this, please contact us.

## TABLE OF CONTENTS

1. Specific Names of Survivor's and Decedent's Trusts
2. Certificates of Trust
3. Application for Tax Identification Number

---

4. Funding Allocations
5. New basis for securities
6. Deeds
  - a) Harris County Homestead - Survivor's Trust  
Acknowledgment of Delivery
  - b) Iowa Property - Decedent's Trust
7. Assignment of Personal Property - Survivor's Trust
8. Assignment of Lease - Decedent's Trust
9. Instruction Letter - Designated Beneficiary - IRA/401(k)
10. Instruction Letters and Irrevocable Stock Powers to Stock Transfer Agents
11. Instruction Letters - Bank Accounts
12. Instruction Letter - Investment Account (non-IRA, 401(k) etc.)
13. Letter to Client Regarding Funding
14. Additional Funding Instructions

## NAME OF SURVIVOR'S TRUST AND DECEDENT'S TRUST

1. The Survivor's Trust. For convenience, the survivor's trust shall be known as the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009.

For purposes of asset allocations and transfers to the trust, the Survivor's Trust shall be referred to as:

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 tax identification number of the NELVA E. BRUNSTING SURVIVOR'S TRUST is 481-30-4685. The Trust still qualifies as a grantor trust and a separate tax identification number is not required.

**An acceptable abbreviation for account titling is as follows:**

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

2. The Decedent's Trust. For convenience, the decedent's trust shall be known as the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009.

For purposes of asset allocations and transfers to the trust, the Decedent's Trust shall be referred to 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.

CERTIFICATE OF TRUST  
FOR THE  
NELVA E. BRUNSTING SURVIVOR'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 revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**. 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:

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 tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 481-30-4685. The Trust still qualifies as a grantor trust and a separate tax identification number is not required.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING  
SURVIVOR'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

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

## 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.





**EIN Assistant**

Your Progress:    1. Identity ✓    2. Authenticate ✓    3. Addresses ✓    4. Details ✓    5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: **27-6453100**

Legal Name: **ELMER H BRUNSTING DECEDENTS TR DTD  
4-1-09 AS EST UTD 10-10-96**


The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

**We strongly recommend you print this page for your records.**

Click "Continue" to get additional information about using the new EIN.

**Continue >>**

**Help Topics**

 [Can the EIN be used before the confirmation letter is received?](#)

Has employees who receive Forms W-2: NO

---

We strongly recommend you print this summary page for your records as this will be your only copy of the application. You will not be able to return to this page after you click the "Submit" button.

Click "Submit" to send your request and receive your EIN.



Once you submit, please wait while your application is being processed. It can take up to two minutes for your application to be processed.

**BRUNSTING FUNDING ALLOCATIONS**

OWNER	ASSET CATEGORY	04/01/09 VALUES	NELVA BRUNSTING	SURVIVOR'S TRUST	DECEDENT'S TRUST	03/28/12 WS-1 TOTALS
<b>REAL PROPERTY</b>						
LT	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, TX	\$253,272.00		\$253,272.00		\$253,272.00
H-SP (in LT)	Frl. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)	\$1,294,617.50			\$0.00	\$1,294,617.50
<b>STOCK CERTIFICATES</b>						
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711	\$41,166.18			\$41,166.18	\$41,166.18
LT	ExxonMobil DRIP Acct# C0000592102	\$259,481.38		\$129,740.69	\$129,740.69	\$259,481.38
LT	Chevron DRIP Acct#806578316055	\$80,106.52		\$40,053.26	\$40,053.26	\$80,106.52
H	95 shares of MetLife stock thru ChaseMellon Shareholder Services	\$2,130.38	\$2,130.38			\$2,130.38
<b>INVESTMENT ACCOUNTS</b>						
LT	Edward Jones Acct #609-07698-1-8	\$350,735.49		\$55,476.28	\$295,259.21	\$350,735.49
<b>CASH ACCOUNTS</b>						
LT	Bank of America Ckg Acct #008519001143	\$12,253.93		\$12,253.93		\$12,253.93
H ROS?	Blue Bonnet Credit Union ? Acct #5805	\$31.75	\$31.75			\$31.75
W ROS?	Blue Bonnet Credit Union ? Acct #13332	\$10.91	\$10.91			\$10.91
<b>MISCELLANEOUS</b>						
LT	Household and Personal Goods (Includes gold Watch \$50 and 10 silver dollars as well as \$10.00 worth of 50cent pieces)	\$5,070.00		\$5,070.00		\$5,070.00
JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418	\$6,915.00	\$6,915.00			\$6,915.00
H	John Hancock NQ annuity contract # ...8905 payable for life of spouse bene; \$30.40/month	\$2,379.82	\$2,379.82			\$2,379.82
<b>LIFE INSURANCE</b>						
W	MetLife contract #M9232883; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (Cancelled in June 1999 per client)	\$0.00	\$0.00			\$0.00
H	\$37,000.00, MetLife-Chevron, Policy #GO-416-A-4?, W is bene; deposited in checking acct	\$37,000.00	\$37,000.00			\$37,000.00
H	\$9,141.00, MetLife, Policy #21 282 000, W is bene; deposited in checking acct	\$9,792.33	\$9,792.33			\$9,792.33
H	\$6,000.00, Ohio State Life Ins, Policy #49-03223450, W is bene; now at Edward Jones	\$6,542.32	\$6,542.32			\$6,542.32
H	\$9,000.00, Ohio State Life Ins, Policy #00605102, W is bene; moved to Edward Jones	\$9,120.76	\$9,120.76			\$9,120.76
H	\$3,735.00, The Traveler's Ins Co-John Deere, Policy #G-164400, LT is bene *	\$3,748.51		\$3,748.51		\$3,748.51
H	\$10,000.00, VA, Policy #V1708 75 02 2, LT is bene; deposited in chkg	\$10,353.18		\$10,353.18		\$10,353.18
<b>FARM &amp; RANCH INTERESTS</b>						
LT	Farm Lease (yr. lease for \$28,200; recd pymt of \$10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate (\$1,762.50/month for 6 months); \$8,812.50 in the estate that was not yet due although paid by payee in advance	\$0.00	\$0.00			\$0.00
<b>IRAs401k, etc.</b>						
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene	\$14,278.70	\$14,278.70			\$14,278.70
H	Edward Jones Acct #609-91955-1-0, W (as of 3/28/09) is bene	\$17,769.29	\$17,769.29			\$17,769.29
<b>PENSIONS</b>						
H	Chevron pension for \$776.81/mth for life for Spouse beneficiary	\$60,811.56	\$60,811.56			\$60,811.56
H	John Deere (Minnesota Mutual Life) Securian NQ Pension annuity contract # 8074; \$91.78 a month for life of Nelva Brunsting (W)	\$7,184.88	\$7,184.88			\$7,184.88
<b>GRAND TOTAL</b>						
		\$2,484,772.39	\$173,967.70	\$509,967.85	\$506,219.34	\$2,484,772.39
	Less Elmer's Separate Property	\$1,294,617.50			\$1,294,617.50	\$2,484,772.39
	Less assets direct to (surv spouse)	\$173,967.70		\$173,967.70		
	Total Comm / Prop in LT	\$1,016,187.19				
	1/2 Comm / Prop in LT	\$508,093.60				
	Total to be funded into Dec Tru					
	Total to Each Spouse					
	Total FET credit equivalent utilized	\$1,800,836.84		\$683,935.55	\$1,800,836.84	

V&F 000009

\*Life insurance paid out

**BRUNSTING FUNDING ALLOCATIONS**

OWNER	ASSET CATEGORY	04/01/09 VALUES	NELVA BRUNSTING	SURVIVOR'S TRUST	DECEDENT'S TRUST	03/28/12 WS-1 TOTALS
<b>REAL PROPERTY</b>						
LT	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, TX	\$253,272.00		\$253,272.00		\$253,272.00
H-SP (in LT)	Frl. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)	\$1,294,617.50			\$0.00	\$1,294,617.50
<b>STOCK CERTIFICATES</b>						
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711	\$41,166.18			\$41,166.18	\$41,166.18
LT	ExxonMobil DRIP Acct# C0000592102	\$259,481.38		\$129,740.69	\$129,740.69	\$259,481.38
LT	Chevron DRIP Acct#806578316055	\$80,106.52		\$40,053.26	\$40,053.26	\$80,106.52
H	95 shares of MetLife stock thru ChaseMellon Shareholder Services	\$2,130.38	\$2,130.38			\$2,130.38
<b>INVESTMENT ACCOUNTS</b>						
LT	Edward Jones Acct #609-07698-1-8	\$350,735.49		\$55,476.28	\$295,259.21	\$350,735.49
<b>CASH ACCOUNTS</b>						
LT	Bank of America Ckg Acct #008519001143	\$12,253.93		\$12,253.93		\$12,253.93
H ROS?	Blue Bonnet Credit Union ? Acct #5805	\$31.75	\$31.75			\$31.75
W ROS?	Blue Bonnet Credit Union ? Acct #13332	\$10.91	\$10.91			\$10.91
<b>MISCELLANEOUS</b>						
LT	Household and Personal Goods (Includes gold Watch \$50 and 10 silver dollars as well as \$10.00 worth of 50cent pieces)	\$5,070.00		\$5,070.00		\$5,070.00
JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418	\$6,915.00	\$6,915.00			\$6,915.00
H	John Hancock NQ annuity contract # ...8905 payable for life of spouse bene; \$30.40/month	\$2,379.82	\$2,379.82			\$2,379.82
<b>LIFE INSURANCE</b>						
W	MetLife contract #M9232863; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (Cancelled in June 1999 per client)	\$0.00	\$0.00			\$0.00
H	\$37,000.00, MetLife-Chevron, Policy #GO-416-A-47, W is bene; deposited in checking acct	\$37,000.00	\$37,000.00			\$37,000.00
H	\$9,141.00, MetLife, Policy #21 282 000, W is bene; deposited in checking acct	\$9,792.33	\$9,792.33			\$9,792.33
H	\$6,000.00, Ohio State Life Ins, Policy #49-03223450, W is bene; now at Edward Jones	\$6,542.32	\$6,542.32			\$6,542.32
H	\$9,000.00, Ohio State Life Ins, Policy #00605102, W is bene; moved to Edward Jones	\$9,120.76	\$9,120.76			\$9,120.76
H	\$3,735.00, The Traveler's Ins Co-John Deere, Policy #G-164400, LT is bene *	\$3,748.51		\$3,748.51		\$3,748.51
H	\$10,000.00, VA, Policy #V1708 75 02 2, LT is bene; deposited in chkg	\$10,353.18		\$10,353.18		\$10,353.18
<b>FARM &amp; RANCH INTERESTS</b>						
LT	Farm Lease (yr. lease for \$28,200; recd pymt of \$10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate (\$1,762.50/month for 6 months); \$8,812.50 in the estate that was not yet due although paid by payee in advance	\$0.00	\$0.00			\$0.00
<b>IRAs401k, etc.</b>						
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene	\$14,278.70	\$14,278.70			\$14,278.70
H	Edward Jones Acct #609-91955-1-0, W (as of 3/28/09) is bene	\$17,769.29	\$17,769.29			\$17,769.29
<b>PENSIONS</b>						
H	Chevron pension for \$776.81/mth for life for Spouse beneficiary	\$60,811.56	\$60,811.56			\$60,811.56
H	John Deere (Minnesota Mutual Life) Securian NQ Pension annuity contract # 8074; \$91.78 a month for life of Nelva Brunsting (W)	\$7,184.88	\$7,184.88			\$7,184.88
<b>GRAND TOTAL</b>						
		\$2,484,772.39	\$173,967.70	\$509,967.85	\$506,219.34	\$2,484,772.39
	Less Elmer's Separate Property	\$1,294,617.50			\$1,294,617.50	
	Less assets direct to (surv spouse)	\$173,967.70		\$173,967.70		
	Total Comm / Prop in LT	\$1,016,187.19				
	1/2 Comm / Prop in LT	\$508,093.80				
	Total to be funded into Dec Tru					
	Total to Each Spouse					
	Total FET credit equivalent utilized	\$1,800,836.84		\$683,935.55	\$1,800,836.84	

V&F 000010

\*Life insurance paid out

**BRUNSTING FUNDING ALLOCATIONS**

OWNER	ASSET CATEGORY	04/01/09 VALUES	NELVA BRUNSTING	SURVIVOR'S TRUST	DECEDENT'S TRUST	02/24/10 WS-1 TOTALS
	<b>REAL PROPERTY</b>					
LT	HS-14 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, TX	\$253,272.00		\$253,272.00		\$253,272.00
H-SP (in LT)	Fri. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)	\$1,294,617.50			\$0.00	\$1,294,617.50
	<b>STOCK CERTIFICATES</b>					
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711	\$41,166.18			\$41,166.18	\$41,166.18
H	95 shares of MetLife stock thru ChaseMellon Shareholder Services	\$2,130.38	\$2,130.38			\$2,130.38
	<b>INVESTMENT ACCOUNTS</b>					
LT	Edward Jones Acct #609-07698-1-8	\$350,735.49		\$55,476.28	\$295,259.21	\$350,735.49
	<b>CASH ACCOUNTS</b>					
LT	Bank of America Ckg Acct #008519001143	\$12,253.93		\$12,253.93		\$12,253.93
H ROS?	Blue Bonnet Credit Union ? Acct #5805	\$31.75	\$31.75			\$31.75
W ROS?	Blue Bonnet Credit Union ? Acct #13332	\$10.91	\$10.91			\$10.91
	<b>MISCELLANEOUS</b>					
LT	Household and Personal Goods (Includes gold Watch \$50 and 10 silver dollars as well as \$10.00 worth of 50cent pieces)	\$5,070.00		\$5,070.00		\$5,070.00
JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418	\$6,915.00	\$6,915.00			\$6,915.00
H	John Hancock NQ annuity contract # ...8905 payable for life of spouse bene; \$30.40/month	\$2,379.82	\$2,379.82			\$2,379.82
	<b>LIFE INSURANCE</b>					
W	MetLife contract #M9232883; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (Cancelled in June 1999 per client)	\$0.00	\$0.00			\$0.00
H	\$37,000.00, MetLife-Chevron, Policy #GO-416-A-4?, W is bene; deposited in checking acct	\$37,000.00	\$37,000.00			\$37,000.00
H	\$9,141.00, MetLife, Policy #21 282 000, W is bene; deposited in checking acct	\$9,792.33	\$9,792.33			\$9,792.33
H	\$6,000.00, Ohio State Life Ins, Policy #49-03223450, W is bene; now at Edward Jones	\$6,542.32	\$6,542.32			\$6,542.32
H	\$9,000.00, Ohio State Life Ins, Policy #00605102, W is bene; moved to Edward Jones	\$9,120.76	\$9,120.76			\$9,120.76
H	\$3,735.00, The Traveler's Ins Co-John Deere, Policy #G-164400, LT is bene *	\$3,748.51		\$3,748.51		\$3,748.51
H	\$10,000.00, VA, Policy #V1708 75 02 2, LT is bene; deposited in chkg	\$10,353.18		\$10,353.18		\$10,353.18
	<b>FARM &amp; RANCH INTERESTS</b>					
LT	Farm Lease (yr. lease for \$28,200; recd pymt of \$10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate (\$1,762.50/month for 6 months); \$8,812.50 in the estate that was not yet due although paid by payee in advance	\$0.00	\$0.00			\$0.00
	<b>IRAs/401k, etc.</b>					
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene	\$14,278.70	\$14,278.70			\$14,278.70
H	Edward Jones Acct #609-91955-1-0, W (as of 3/28/09) is bene	\$17,769.29	\$17,769.29			\$17,769.29
	<b>PENSIONS</b>					
H	Chevron pension for \$776.81/mth for life for Spouse beneficiary	\$60,811.56	\$60,811.56			\$60,811.56
H	John Deere (Minnesota Mutual Life) Securian NQ Pension annuity contract # 8074; \$91.78 a month for life of Nelva Brunsting (W)	\$7,184.88	\$7,184.88			\$7,184.88
	<b>GRAND TOTAL</b>	\$2,145,184.49	\$173,967.70	\$340,173.90	\$336,425.39	\$2,145,184.49
	Less Elmer's Separate Property	\$1,294,617.50				\$2,145,184.49
	Less assets direct to (surv spouse)	\$173,967.70		\$173,967.70	\$1,294,617.50	
	Total Comm / Prop in LT	\$676,599.29				
	1/2 Comm / Prop in LT	\$338,299.64				
	Total to be funded into Dec Tru					
	Total to Each Spouse			\$514,141.60	\$1,631,042.89	
	Total FET credit equivalent utilized	\$1,631,042.89				

\*Life insurance paid out

V&F 000011

**BRUNSTING ESTATE**

4/1/2009 4/1/2009

<b>SHARES</b>	<b>SECURITIES</b>	<b>HI</b>	<b>LOW</b>	<b>MEAN</b>	
612	Chevron Corp	68.7000	65.8300	67.2650	\$41,166.18
95	MetLife, Inc	23.6000	21.2500	22.4250	\$2,130.38
	<b>TOTAL</b>				<b>\$43,296.56</b>

Estate Valuation

Date of Death: 04/01/2009  
 Valuation Date: 04/01/2009  
 Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING  
 Account: 609-07698  
 Report Type: Date of Death  
 Number of Securities: 20  
 File ID: 609-07698

Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
1)	4994.66 MONEY MARKET INVESTMENT FUND (MNYMKT)					4,994.66 ✓
2)	5000 UNIVERSITY TEX PERM UNIV FD REF BDS (915115K57) Financial Times Interactive Data DTD: 05/15/1992 Mat: 07/01/2013 6.25% 04/01/2009		116.36100 Mkt	116.361000	78.13	5,818.05
	Int: 01/01/2009 to 04/01/2009					
3)	10000 MONROE CNTY N Y ARPT AUTH ARPT REF BDS (610749DS9) Financial Times Interactive Data DTD: 03/04/2004 Mat: 01/01/2018 4% 04/01/2009		89.89600 Mkt	89.896000	100.00	8,989.60
	Int: 01/01/2009 to 04/01/2009					
4)	30000 INDIANA MUN PWR AGY PWR SUPPLY REV BDS (454898PV3) Financial Times Interactive Data DTD: 06/20/2006 Mat: 01/01/2026 5% 04/01/2009		102.63700 Mkt	102.637000	375.00	30,791.10
	Int: 01/01/2009 to 04/01/2009					
5)	10000 DALLAS TEX AREA RAPID TRAN SAL SR LIEN S (235241EW2) Financial Times Interactive Data DTD: 03/08/2007 Mat: 12/01/2027 4.5% 04/01/2009		98.75100 Mkt	98.751000	150.00	9,875.10
	Int: 12/01/2008 to 04/01/2009					

Disclaimer: This report was produced by Edward Jones DOD Valuation Service. This report was calculated using EstateVal, a product of Estate Valuations & Pricing Systems Inc. Please review all contents for accuracy and completeness. If you have questions, please contact Edward Jones Valuation Service at 1-888-441-5475 (Revision 7.1.1).

V&F 000013

Estate Valuation

Date of Death: 04/01/2009  
 Valuation Date: 04/01/2009  
 Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING  
 Account: 609-07698  
 Report Type: Date of Death  
 Number of Securities: 20  
 File ID: 609-07698

Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Div and Int Adjustments Accruals	Security Value
6)	30000 HAYS TEX CONS INDPT SCH DIST SCH BLDG (421110G76) Financial Times Interactive Data DTD: 07/01/2008 Mat: 08/15/2033 5% 04/01/2009 Int: 02/15/2009 to 04/01/2009		100.73700 Mkt	100.737000 191.67	30,221.10 ✓
7)	20000 DISTRICT COLUMBIA REV REV BDS (2548393J0) Financial Times Interactive Data DTD: 12/17/1998 Mat: 08/15/2038 5% 04/01/2009 Int: 02/15/2009 to 04/01/2009		86.21300 Mkt	86.213000 127.78	17,242.60 ✓
8)	9000 GENERAL MTRS ACCEP CPSMARTNBE (37042GZ90) Financial Times Interactive Data DTD: 03/25/2003 Mat: 03/15/2018 7.05% 04/01/2009 Int: 03/15/2009 to 04/01/2009		25.91970 Mkt	25.919700 28.20	2,332.77 ✓
9)	5000 TOYOTA MTR CR CORP TMCC CORENO (89240AHB9) Financial Times Interactive Data DTD: 07/18/2007 Mat: 07/20/2027 6% 04/01/2009 Int: 03/20/2009 to 04/01/2009		90.41920 Mkt	90.419200 9.17	4,520.96 ✓

Disclaimer: This report was produced by Edward Jones DOD Valuation Service. This report was calculated using EstateVal, a product of Estate Valuations & Pricing Systems Inc. Please review all contents for accuracy and completeness. If you have questions, please contact Edward Jones Valuation Service at 1-888-441-5475 (Revision 7.1.1).



Estate Valuation

Date of Death: 04/01/2009  
 Valuation Date: 04/01/2009  
 Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING  
 Account: 609-07698  
 Report Type: Date of Death  
 Number of Securities: 20  
 File ID: 609-07698

Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
14)	200 DU PONT E I DE NEMOURS & CO (26353410; DD) COM New York Stock Exchange 04/01/2009	23.65000	21.62000 H/L	22.635000		4,527.00
15)	269 EXXON MOBIL CORP (30231G10; XOM) COM New York Stock Exchange 04/01/2009	69.48000	66.50000 H/L	67.990000		18,289.31
16)	150 JOHNSON & JOHNSON (47816010; JNJ) COM New York Stock Exchange 04/01/2009	53.20000	51.88000 H/L	52.540000		7,881.00
17)	300 PROCTER & GAMBLE CO (74271810; PG) COM New York Stock Exchange 04/01/2009	48.48000	46.29000 H/L	47.385000		14,215.50
18)	159.709 CAPITAL INCOME BLDR FD (14019310; CAIBX) SH BEN INT Mutual Fund (as quoted by NASDAQ) 04/01/2009		37.84000 Mkt	37.840000		6,043.39

Disclaimer: This report was produced by Edward Jones DOD Valuation Service. This report was calculated using EstateVal, a product of Estate Valuations & Pricing Systems Inc. Please review all contents for accuracy and completeness. If you have questions, please contact Edward Jones Valuation Service at 1-888-441-5475 (Revision 7.1.1).

Estate Valuation

Date of Death: 04/01/2009  
 Valuation Date: 04/01/2009  
 Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING  
 Account: 609-07698  
 Report Type: Date of Death  
 Number of Securities: 20  
 File ID: 609-07698

Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
19) 220.933	CAPITAL WORLD GROWTH & INCOME (14054310; CWGIX) COM Mutual Fund (as quoted by NASDAQ) 04/01/2009		24.02000 Mkt	24.020000		5,306.81
20) 3343.281	INCOME FD AMER INC (45332010; AMECX) COM Mutual Fund (as quoted by NASDAQ) 04/01/2009		11.95000 Mkt	11.950000		39,952.21
Total Value:						\$349,174.62
Total Accrual:						\$1,560.87
Total: \$350,735.49						

Disclaimer: This report was produced by Edward Jones DOD Valuation Service. This report was calculated using EstateVal, a product of Estate Valuations & Pricing Systems Inc. Please review all contents for accuracy and completeness. If you have questions, please contact Edward Jones Valuation Service at 1-888-441-5475 (Revision 7.1.1).

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.

## ACKNOWLEDGMENT OF DELIVERY

I acknowledge receipt of the Irrevocable Delivery of the following described General Warranty Deed:

Grantor: NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantee: 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.

Date of Execution of Deed: February 24, 2010

Date of this Delivery of General Warranty Deed: February 24, 2010

### Property Description:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.


It is agreed and understood by and between the Grantor and Grantee of the aforesaid Deed that delivery of the subject Deed is an irrevocable act on the part of the said Grantor, constituting full and complete delivery enabling and confirming the conveyance of the subject property to the aforesaid Trust. However, such delivery does not, in any way, limit or restrict future conveyance and transfer by the Grantee of the subject property to any other person or entity, including, but not limited to, the original Grantor.

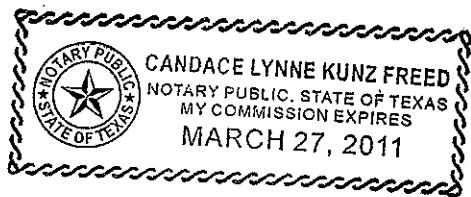
DATED February 24, 2010, the actual date of receipt of delivery of the subject General Warranty Deed by the undersigned Trustee on behalf of the said Trust.

  
NELVA E. BRUNSTING, Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee.

  
Notary Public, State of Texas



V&F 000018

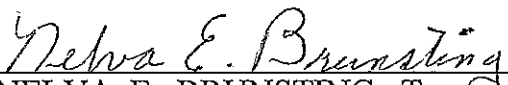
**ASSIGNMENT OF PERSONAL PROPERTY**

For valuable consideration received, NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignor," has BARGAINED, SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to 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, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignee," all of Assignor's interest in and to the following described personal property:

All personal effects, clothes, jewelry, chinaware, silver, photographs, works of art, books, sporting goods, artifacts relating to hobbies, and all household furniture, fixtures, equipment, goods and miscellaneous household items, as well as all other tangible articles of personal or household use.

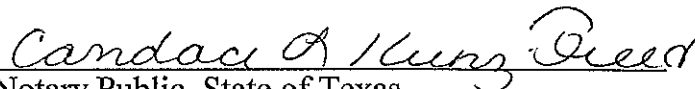
It is the intention of this instrument to transfer and convey to Assignee all of Assignor's interest in the above described personal property.

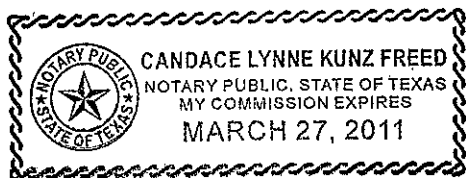
Executed on February 24, 2010.

  
\_\_\_\_\_  
NELVA E. BRUNSTING, Trustee, under the  
BRUNSTING FAMILY LIVING TRUST dated  
October 10, 1996

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996.

  
\_\_\_\_\_  
Notary Public, State of Texas

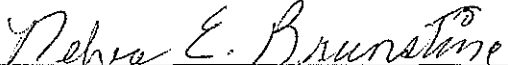


ASSIGNMENT OF LEASE

For valuable consideration received, NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignor," has BARGAINED, SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to 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, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignee," all of her interest in and to the Lease Agreement described in Exhibit "A" attached hereto and incorporated herein for all purposes.

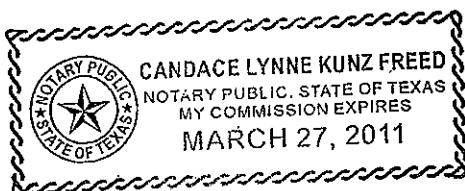
It is the intention of this instrument to transfer and convey to Assignee all of Assignor's interest in the Lease Agreement described in Exhibit "A."

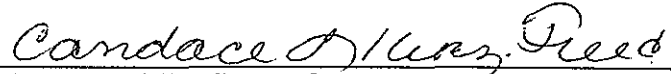
EXECUTED on February 24, 2010.

  
\_\_\_\_\_  
NELVA E. BRUNSTING, Trustee, under the  
BRUNSTING FAMILY LIVING TRUST dated  
October 10, 1996, as amended

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.



  
\_\_\_\_\_  
Notary Public, State of Texas

Nelva E. Brunsting  
13630 Pinerock  
Houston, Texas 77079  
(713) 464-4391

February 24, 2010

Edward Jones  
9525 Katy Freeway, Ste. 122  
Houston, TX 77024

Re: Change of Beneficiary Designations for IRA Account  
Account Name: Nelva E. Brunsting  
Account Number: 609-91956-1-9  
Social Security No: 481-30-4685

To Whom It May Concern:

For the above-referenced IRA, I designate as my beneficiaries in equal shares, such of my children as shall survive me; provided, that if any of my children is not then living, but leaves issue then living, such issue shall take the share such deceased child would have taken if living, per stirpes.

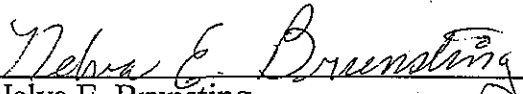
My children are:

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

If you need additional information in order to make this change of beneficiary designation or if there are any forms to be completed, 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.

Thank you for your immediate attention to this matter.

Sincerely,

  
\_\_\_\_\_  
Nelva E. Brunsting

Encls.

V&F 000021

Nelva E. Brunsting  
13630 Pinerock  
Houston, Texas 77079  
(713) 464-4391

February 24, 2010

Chevron Corporation  
c/o BNY Mellon Shareowner Services  
P.O. Box 358015  
Pittsburgh, PA 15252

Re: Reissuance of Stock Certificate Number ZQ SFZ 862711  
Stock Name: **Chevron Corporation**  
Number of shares: 612

To Whom It May Concern:

My spouse has passed away. Enclosed is the above-referenced stock certificate for re-registration as follows. The mailing address should remain as indicated above. I request that dividends be paid by check to the address above.

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.

**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.

(Tax I.D. No. of the Elmer H. Brunsting Decedent's Trust is 27-6453100.)

I have enclosed a copy of an executed and notarized Certificate of Trust verifying the essential terms of the trust document, an Irrevocable Stock Power authorizing this transfer of ownership, Form W-9 and an original death certificate for my spouse.

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,

  
\_\_\_\_\_  
Nelva E. Brunsting

Enclosures:  
Stock Certificate  
Stock Power  
Form W-9  
Death Certificate  
Certificate of Trust

V&F 000022



# Transfer of Stock Ownership Form

BNY Mellon Shareowner Services  
 P.O. Box 358010  
 Pittsburgh, PA 15252-8010

## Section A – Issuer Name

Company Name

CHEVRON CORPORATION

Cusip Number

166751107

Account Key

## Section B – Current Shareowner

Investor ID or SSN/TIN

282-32-8905

Registration/Name and Address exactly as it appears on your certificate or statement

E	L	M	E	R	H	B	R	U	N	S	T	I	N	G	E	N	E	L	V	A	E		
B	R	U	N	S	T	I	N	G	T	R	U	A	D	C	T	1	0	9	6				
B	R	U	N	S	T	I	N	G	F	A	M	I	L	I	L	I	N	G	T	R	U	S	T
1	3	6	3	0	P	I	N	E	R	O	C	K											
H	O	U	S	T	O	N	T	E	X	A	S	7	7	0	7	9							

## Section C - Shares To Be Transferred

Original Stock

Certificate Shares\*

612

To Be Transferred

Book-entry Shares

0.00

To Be Transferred

Total Shares

612.00

To Be Transferred

\*Please attach and send the actual, original stock certificates together with this form.

Lost Certificates  
 Please call 1-800-370-1163

## Section D – Required Signature and Medallion Signature Guarantee

The undersigned hereby irrevocably constitutes and appoints BNY Mellon Shareowner Services as attorney to transfer the shares with full power of substitution in the premises.

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Each registered owner must sign his/her name exactly as it appears on the account, or an authorized person must sign in his/her legal capacity.

## Section E - New Shareowner(s) Account Type

If you wish to divide your shares between two or more owners individually, please use additional copies of this page.

### Account Type

Check One  Individual  Joint  Custodial  Trust  Estate  Corporation  
 Other: \_\_\_\_\_ (please specify)

## Section F - New Shareowner(s) Account Information

Total Shares to be Transferred to this Account

612.00

Registration/Name and Address of New Owner

N	E	L	V	A	E	B	R	U	N	S	T	I	N	G	,	T	R	U	S	T	E	E	O	F	T	H	E					
E	L	M	E	R	H	B	R	U	N	S	T	I	N	G		D	E	C	E	D	E	N	T	S	T	R	U	S	T			
D	T	D	A	P	R	I	L		1		2	0	0	9	A	S	E	S	T	D		U	T	D	1	0	/	1	0	/	9	6
1	3	6	3	0	P	I	N	E	R	O	C	K		H	O	U	S	T	O	N		T	X	7	7	0	7	9				

## Section G- Taxpayer ID Certification (Substitute Form W-9)

(To be completed by the new shareowner)

YOUR ACCOUNT MAY BE SUBJECT TO BACKUP WITHHOLDING AT THE APPLICABLE RATE  
IF YOU DO NOT COMPLETE THIS SUBSTITUTE FORM W-9.

All new security holders are required to sign and return this certification. If the requested information is not known at the time of the transfer or the new owner is not available to sign, a W-9 Form will be mailed to the new shareholder(s) once the shares are transferred. The new shareholder may go online to [www.bnymellon.com/shareowner/isd](http://www.bnymellon.com/shareowner/isd) and certify their Taxpayer Identification Number.

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)

New Shareholder's  
Taxpayer ID Number

27-6453100

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined in the instructions).

**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.

Sign Here | Signature of U.S. person

Date

**IRREVOCABLE STOCK POWER**

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to:

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.

Tax I.D. Number: 27-6453100

**IF STOCK,  
COMPLETE  
PORTION**

{  
{  
{  
{

612 shares of the common stock of  
**Chevron Corporation** represented by Certificate  
No. ZQ SFZ 862711 standing in the name of the  
undersigned on the books of said Company

**IF BONDS  
COMPLETE  
THIS  
PORTION**

{  
{  
{  
{

\_\_\_\_\_ Bonds of \_\_\_\_\_  
in the principal amount of \$\_\_\_\_\_, No(s)  
\_\_\_\_\_ inclusive, standing in  
the name of the undersigned on the books of said  
Company

The undersigned does hereby irrevocably constitute and appoint BNY Mellon Shareowner Services transfer agent, to transfer the said stock on the books of the company, with full power of substitution in the premises.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

MEDALLION SIGNATURE GUARANTEED:

\_\_\_\_\_  
Nelva E. Brunsting, Trustee of  
the Brunsting Family Living Trust  
dated October 10, 1996

# 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 Nelva E. Brunsting, Trustee, of the Elmer H. Brunsting Decedent's Trust	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <input type="checkbox"/> Irrevocable Tru: <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 13630 Pinerock	Requester's name and address (optional)
City, state, and ZIP code Houston, Texas 77079	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 27-6453100

## 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. person (including a U.S. resident alien).

**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 <i>Nelva E. Brunsting</i>	Date <i>2/24/2010</i>
-----------	--	-----------------------

## 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.

**U.S. Person.** 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

## 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 Nelva E. Brunsting, Trustee, of the Nelva E. Brunsting Survivor's Trust	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <input type="checkbox"/> Revocable Trust <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) 13630 Pinerock	
City, state, and ZIP code Houston, Texas 77079		Requester's name and address (optional)
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 481-30-4685
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. person (including a U.S. resident alien).

**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 <i>Nelva E. Brunsting</i>	Date <i>2/24/2010</i>
-----------	--	-----------------------

### 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.

**U.S. Person.** 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Nelva E. Brunsting  
13630 Pinerock  
Houston, Texas 77079  
(713) 464-4391

February 24, 2010

Bank of America  
P.O. Box 25118  
Tampa, FL 33622-5118

Re: Change of Title on Ckg Account Number 008519001143

To Whom It May Concern:

My spouse and I established a Revocable Living Trust and the account described above is in the title of that Living Trust. My spouse has passed away.

**I request that the account number remain the same.** If I cannot keep the same account number, leave this account in the name of the Brunsting Family Living Trust **and** change the social security number to **481-30-4685**. If the account number can remain the same, please change the account to the account name which appears below. The mailing address should remain as indicated above.

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.

**An acceptable abbreviation for account titling is as follows:**

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

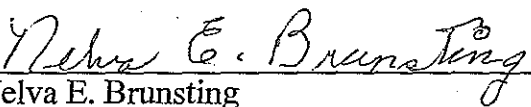
(Tax I.D. No. of Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

The enclosed copy of an executed Certificate of Trust verifying the essential terms of the trust document is provided for your records.

**Please advise me before making the transfer if there will be any penalty or loss of interest.** Any checks, if applicable, should be imprinted with my name only and without reference to the trust.

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. Thank you for your immediate attention to this matter.

Sincerely,

  
\_\_\_\_\_  
Nelva E. Brunsting

Encls.

V&F 000028

Nelva E. Brunsting  
13630 Pinerock  
Houston, Texas 77079  
(713) 464-4391

February 24, 2010

Blue Bonnet Credit Union  
1314 Texas Avenue, Suite 1800  
Houston, Texas 77002

Re: Change of Title on Account Number 13332 (owner: Nelva E. Brunsting)

To Whom It May Concern:

My spouse and I established a Revocable Living Trust. My spouse has passed away. The account described above is in my name.

**I request that the account number remain the same.** If I cannot keep the same account number, leave this account in my name **and** name the Nelva E. Brunsting Survivor's Trust as payable on death ("POD") beneficiary. If the account number can remain the same, please change the account to the account name which appears below. The mailing address should remain as indicated above.

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.

**An acceptable abbreviation for account titling is as follows:**

NELVA E. 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 Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

The enclosed copy of an executed Certificate of Trust verifying the essential terms of the trust document is provided for your records. **Please advise me before making the transfer if there will be any penalty or loss of interest.** Any checks, if applicable, should be imprinted with my name only and without reference to the trust.

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. Thank you for your immediate attention to this matter.

Sincerely,

  
\_\_\_\_\_  
Nelva E. Brunsting

Encls.

V&F 000029

**Nelva E. Brunsting, Trustee**  
**Elmer H. Brunsting Decedent's Trust dated 04/01/2009**  
**13630 Pinerock**  
**Houston, Texas 77079**  
**(713) 464-4392**

June 15, 2010

Ms. Candace Louise Curtis

---

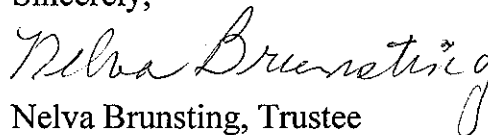
---

Re: BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended  
(the "Trust")

Dear Candace:

Enclosed please find check # \_\_\_\_\_ from the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as amended (the "Decedent's Trust"), in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00). The amount above is an advance on your Trust share/inheritance. Please sign the copy of this letter and return it in the envelope provided, to the attorney who is working with me on Dad's estate.

Sincerely,

  
Nelva Brunsting, Trustee

By signing below, I acknowledge receipt of  
\$20,000.00 from the Decedent's Trust.

Dated: JUNE 29, 2010

  
\_\_\_\_\_  
**CANDACE LOUISE CURTIS**

cc: Vacek & Freed, PLLC  
Attn: Candace Freed, Attorney  
14800 St. Mary's Lane, Suite 230  
Houston, Texas 77079

V&F 000030



3  
WD  
W

**GENERAL WARRANTY DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Date: February 24, 2010

Grantor: NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantor's Mailing Address: 13630 Pinerock  
Houston, Texas 77079  
Harris County, Texas

Grantee: 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. *zel*

Grantee's Mailing Address: 13630 Pinerock  
Houston, Texas 77079  
Harris County, Texas

Consideration:

The sum of TEN (\$10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate and sufficient consideration, cash, paid by the Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Grantor's interest in and to that certain tract and parcel of real property, together with all improvements located and situated thereon, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

This deed was prepared without a review or examination of the title to or a survey of the property and no opinions or representations are being made either expressly or impliedly by VACEK & FREED, PLLC.

✓

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantor hereby reserves the rights afforded to the Grantor under the homestead exemption laws pursuant to Chapter 41 of the Texas Property Code and Section 11.13 of the Texas Tax Code.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for the current year.

WITNESS MY HAND on February 24, 2010.

Nelva E. Brunsting  
NELVA E. BRUNSTING, Trustee, under the  
BRUNSTING FAMILY LIVING TRUST dated  
October 10, 1996

*JOL*

THE STATE OF TEXAS   §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996.

Candace Lynne Kunz Freed  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
  
VACEK & FREED, P.L.L.C.  
  
11777 Katy Freeway, Suite 300 South  
Houston, Texas 77079

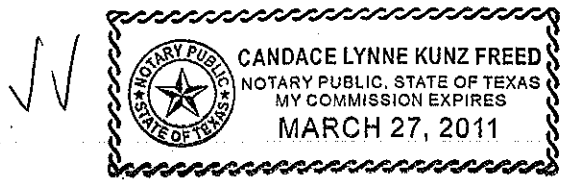


EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes. D

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stipulated herein by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JAN 10 2012



*Star Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED FOR RECORD  
8:00 AM

JAN 10 2012

*Star Stewart*  
County Clerk, Harris County, Texas

V&F 000033



# VACEK & FREED, PLLC

ALBERT E. VACEK, JR.\*  
 SUSAN S. VACEK  
 CANDACE L. KUNZ-FREED

\*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](mailto:consult@vacek.com)

February 25, 2010

Mr. Richard K. Ridders, CPA  
 Kroese & Kroese, CP  
 540 North Main Avenue  
 Sioux Center, Iowa 51250

**VIA CERTIFIED MAIL - RRR**

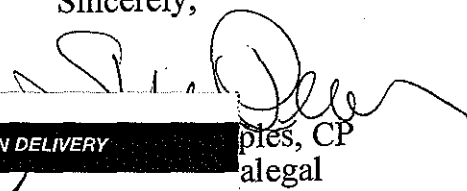
Re: Brunsting Family Living Trust

Dear Mr. Ridders:

Enclosed is your copy of the funding booklet which contain copies of all of the subtrust funding information pertaining to Mrs. Nelva Brunsting and the Brunsting Family Living Trust.

If you have any questions upon receipt of this booklet, please feel free to call. Note that we will hold this file in our office until March 15, 2010. After that time, the file will be not be readily available to us as we will be sending it to our off site storage facility.

Sincerely,



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Candace L. Kunz-Freed</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery  <i>Candace L. Kunz-Freed</i> <i>3-1-10</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>MR. RICHARD K. RIKKERS, CPA                  KROESE &amp; KROESE, CP                  540 NORTH MAIN AVENUE                  SIOUX CENTER, IOWA 51250</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <b>7009 0080 0001 2181 7699</b></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

pl, CP  
 legal

7009

**KROESE & KROESE, CP**  
 Street, Apt. No., or PO Box No. **540 NORTH MAIN AVENUE**  
 City, State, ZIP+4 **SIOUX CENTER, IOWA 51250**  
 See Reverse for Instructions  
 PS Form 3800, August 2006

V&F 000035

COPY

Nelva E. Brunsting, Trustee  
Elmer H. Brunsting Decedent's Trust dated 04/01/2009  
13630 Pinerock  
Houston, Texas 77079  
(713) 464-4392

June 15, 2010

Ms. Candace Louise Curtis  
\_\_\_\_\_  
\_\_\_\_\_

Re: BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended  
(the "Trust")

Dear Candace:

Enclosed please find check # \_\_\_\_\_ from the ELMER H. BRUNSTING  
DECEDENT'S TRUST dated April 1, 2009, as amended (the "Decedent's Trust"), in the  
amount of TWENTY THOUSAND DOLLARS (\$20,000.00). The amount above is an  
advance on your Trust share/inheritance. Please sign the copy of this letter and return it in  
the envelope provided, to the attorney who is working with me on Dad's estate.

Sincerely,

*Nelva Brunsting*  
Nelva Brunsting, Trustee

By signing below, I acknowledge receipt of  
\$20,000.00 from the Decedent's Trust.

Dated: JUNE 29, 2010

  
\_\_\_\_\_  
CANDACE LOUISE CURTIS

cc: Vacek & Freed, PLLC  
Attn: Candace Freed, Attorney  
14800 St. Mary's Lane, Suite 230  
Houston, Texas 77079

V&F 000036

**THE  
BRUNSTING FAMILY  
LIVING TRUST**

*Prepared By*

Albert E. Vacek, Jr.

Law Offices of Albert E. Vacek, Jr., P.C.

11757 Katy Freeway      Suite 840  
Houston, Texas 77079

Telephone: (713) 531-5800

©Albert E. Vacek, Jr.  
All Rights Reserved

# **Table of Contents**

## *Introduction*

<b>Article I</b>	<b>The Founding of Our Family Living Trust</b>
<b>Article II</b>	<b>Transfers of Assets to Our Trust</b>
<b>Article III</b>	<b>Our Right to Amend or Revoke This Trust</b>
<b>Article IV</b>	<b>Our Trustees</b>

## *Distributions From Our Trust*

<b>Article V</b>	<b>Insurance Policies and Retirement Plans</b>
<b>Article VI</b>	<b>For So Long As We Both Shall Live</b>
<b>Article VII</b>	<b>Upon the Death of One of Us</b>
<b>Article VIII</b>	<b>Administration of the Survivor's Trust</b>
<b>Article IX</b>	<b>Administration of the Decedent's Trust</b>
<b>Article X</b>	<b>Upon the Death of the Survivor of Us</b>
<b>Article XI</b>	<b>Protection of Beneficial Interests</b>
<b>Article XII</b>	<b>Our Trustees' Powers and Authority</b>



*General Matters*

**Article XIII**      **Definitions**

**Article XIV**      **Miscellaneous Matters**

# 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:

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

All references to 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:

<u>Beneficiary</u>	<u>Share</u>
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:

<u>Beneficiary</u>	<u>Share%</u>
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", "settlers" 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

*Law firm  
copy Reused  
need 3/11/11.*

*cy*

FINAL		BRUNSTING ASSET LIST	1/20/11
OWNER	ASSET CATEGORY		DOD 4/1/09 VALUES
	<b>REAL PROPERTY</b>		
LT	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (based on Appraisal District)		\$ 253,272.00
H-SP (in LT)	Frl. NW1/4 of Section 2, T96N - R45W of the 5 <sup>th</sup> P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)		\$1,294,617.50
	<b>SUBTOTAL</b>	\$1,547,889.50	
	<b>STOCK CERTIFICATES</b>		
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711		\$ 41,166.18
H	95 shares of MetLife stock thru ChaseMellon Shareholder Services (client will need to call and request paperwork to retitle to the Trust)		\$ 2,130.38
LT	ExxonMobil DRIP Acct#C0000592102		\$ 259,481.38
LT	Chevron DRIP Acct#806578316055		\$ 80,106.52
	<b>SUBTOTAL</b>	\$ 382,884.46	
	<b>INVESTMENT ACCOUNTS</b>		
LT	Edward Jones Acct #609-07698-1-8; includes accrued but unpaid dividends of \$1,560.87 in value at right)		\$ 350,735.49
	<b>SUBTOTAL</b>	\$ 350,735.49	

**Key:**      H - Husband                      SP - Separate Property                      JT - Joint  
                   W - Wife                                CP - Community Property                ROS - Rights of Survivorship  
                   LT - Living Trust                        PRO - Probate                                JTROS - Joint with Rights of Survivorship

<b>CASH ACCOUNTS</b>			
LT	Bank of America Ckg Acct #008519001143 (as of stmt 3-31-09), accrued int of \$.68		\$ 12,253.93
H ROS?	Blue Bonnet Credit Union ? Acct #5805, accrued int of \$.03; as of 3/31/2009		\$ 31.75
W ROS?	Blue Bonnet Credit Union ? Acct #13332, accrued int of \$.00; as of 3/31/2009		\$ 10.91
	<b>SUBTOTAL</b>	\$ 12,296.59	
<b>MISCELLANEOUS</b>			
LT	Household and Personal Goods (Includes gold Watch \$50 and 10 silver dollars as well as \$10.00 worth of 50cent pieces)		\$ 5,070.00
JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418		\$ 6,915.00
H	John Hancock NQ annuity contract # ...8905 payable for life Of Spouse bene; \$30.40/month		\$ 2,379.82
	<b>SUBTOTAL</b>	\$ 14,364.82	
<b>LIFE INSURANCE</b>			
W	MetLife contract #M9232883; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (not sure if this was still valid as it was dated 2000)		\$ 4,000.00
H	\$37,000.00, MetLife (Chevron), Policy #GO-416-A-4?, W is bene; Client awaiting payout information from MetLife		\$ 37,000.00
H	\$9,141.00, MetLife, Policy #21 282 000, W is bene (Includes interest and return of Dividend and premium payment in the amount at right)		\$ 9,792.33
H	\$6,000.00, Ohio State Life Ins, Policy #49-03223450, W is bene; Actual payout information provided by Client; now at Edward Jones		\$ 6,542.32
H	\$9,000.00, Ohio State Life Ins, Policy #00605102, W is bene; Actual payout information at right provided by Client; moved to Edward Jones		\$ 9,120.76
H	\$3,735.00, The Traveler's Ins Co (John Deere)taken over by MetLife, Policy #G-164400, LT is bene; amount at right includes interest of \$13.51		\$ 3,748.51
H	\$10,000.00, VA, Policy #V1708 75 02 2, LT is bene (Includes interest from date of death to payout date)		\$ 10,353.18

	<b>SUBTOTAL</b>	\$ 76,557.10	
	<b>FARM &amp; RANCH INTERESTS</b>		
LT	Farm Lease (yr. lease for \$28,200; recd pymt of \$10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate (\$1,762.50/month for 6 months); \$8,812.50 in the estate that was not yet due although paid by payee in advance		\$ 1,762.50
	<b>SUBTOTAL</b>	\$ 1,762.50	
	<b>IRAs\401k, etc.</b>		
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene		\$ 14,278.70
H	Edward Jones Acct #609-91955-1-0, W (as of 3/28/09) is bene		\$ 17,769.29
	<b>SUBTOTAL</b>	\$ 32,047.99	
	<b>PENSIONS</b>		
H	Chevron pension for \$776.81/mth for life for Spouse beneficiary		\$ 60,811.56
H	John Deere (Minnesota Mutual Life) Securian NQ Pension annuity contract # 8074; \$91.78 a month for life of Nelva Brunsting (W)		\$ 7,184.88
	<b>GRAND TOTAL</b>		\$2,490,534.89
ILIT	2 <sup>nd</sup> to Die Policy (Benef: Irrevocable Trust / 5 kids are beneficiaries)		\$250,000.00

AGREED AND UNDERSTOOD

3/11/11, 2011:

*Nelva E. Brunsting*

NELVA E. BRUNSTING, Grantor and Founder, under the  
BRUNSTING FAMILY LIVING TRUST, dated October 10,  
1996, as amended

AGREED AND UNDERSTOOD

March 10, 2011:

*Anita Brunsting*

Anita Brunsting, Trustee, under the BRUNSTING FAMILY  
LIVING TRUST, dated October 10, 1996, as amended

**From:** Candace Curtis (occurtis@sbcglobal.net)  
**To:** at.home3@yahoo.com; akbrunsting@suddenlink.net; cbrunsting@sbcglobal.net;  
**Date:** Tue, November 8, 2011 11:38:04 AM  
**Cc:**  
**Subject:** Mother

I am sorry for any animosity I have created over the last week. I have only been seeking information about her status. When I am unable to reach her by phone I never know why because I am not in the information loop.

I have been trying to call Mother just to say hello. The phone numbers I have been given are never answered. If she is unable to talk, please let me know and I will stop trying. If one of you, or a caregiver, is with her and she's awake, I would really appreciate a cell phone call so I could say hi to her. If it's not already too late, it may be the last time I speak to her while she still knows who I am.

My fears are based upon information I have gathered speaking to one of you, or Tino, or Robert. It appears that everyone sees the situation in a slightly different light. I have no idea what is best for Mother. All I know is that when I put myself in Mother's shoes I become Dorothy - "THERE'S NO PLACE LIKE HOME"

C