

Brunsting Family Survivor's and Decedent's Assets

| Asset | # shares | price/share * | Amount* |
|-------------------------------|------------|---------------|---------------------|
| Chevron/Texaco-decedent | 609,6515 | 106.89 | \$65,165.65 |
| Chevron/Texacos-survivor | 37.131 | 106.89 | \$3,968.93 |
| Chevron - Decedent | 612 | 106.89 | \$65,416.68 |
| ExxonMobil-Decedent | 583 | 87.49 | \$51,006.67 |
| ExxonMobil-survivor | 675.910671 | 87.49 | \$59,135.42 |
| Mellife - Survivor | 95 | 36.35 | \$3,453.25 |
| Survivor's Trust Edward Jones | | | \$1.05 |
| Decedent's Trust Edward Jones | | | \$240,637.33 |
| Survivor's Trust Checking | | | \$23,611.65 |
| Decedent's Trust Checking | | | \$14,765.55 |
| Misc. Coins | | | \$690.00 |
| Gold Watches/misc jewelry | | | |
| Total Liquid Assets | | | \$527,852.19 |
| | | | |
| | | | |
| | | | |
| | | | |
| Farm (acres) | 141 | | \$0.00 |
| House | | | \$410,000.00 |
| Total Trust | | | |
| | | | |

*values as of 1/20/2012

includes deposit of IRS refund: \$6215.87

includes deposit of remaining farm rent for 2011: \$13902.51 and Chevron Dividend: \$495.72

appraisal pending

appraisal pending
appraised value

Trust Expenses

| Date | Vendor | Purpose | Amount | Liabilities |
|------------|-------------------------------|---|--------------|------------------------------------|
| 11/12/2011 | Kroger - Houston | Groceries when cleaning/packing house | \$ 23.31 | Farm Taxes |
| 11/16/2011 | Phillips 66 - Houston | Transportation | \$ 56.20 | Property tax on house |
| 11/22/2011 | Phillips 66 - Houston | Transportation | \$ 49.08 | Remaining medical bills |
| 12/26/2011 | Home Depot | Home Repair/Security | \$ 92.56 | Insurance on house and car |
| 12/26/2011 | Exxon - Victoria | Transportation | \$ 45.15 | Electricity/gas/water on house |
| 12/28/2011 | Kroger - Houston | Groceries when cleaning/packing house | \$ 16.31 | Remaining repairs on house |
| 12/28/2011 | HEB - Houston | Groceries when cleaning/packing house | \$ 3.50 | Farm appraisal |
| 12/28/2011 | Ace Hardware | Supplies to pack up house | \$ 66.53 | Decedent & Survivor Trust tax prep |
| 12/29/2011 | Shell - Victoria | Transportation | \$ 44.51 | Trustee Expenses |
| 12/21/2011 | USPS | Trust Docs | \$ 1.28 | |
| 12/11/2011 | Vacek | Legal | \$ 4,500.00 | |
| 12/12/2011 | Wilchester West Fund | subdivision dues | \$ 359.00 | |
| 12/11/2012 | Memorial Hermann | mom's medical | \$ 41.72 | |
| 12/11/2011 | US Treasury | tax payment for Decedent Trust | \$ 1,780.00 | |
| 12/18/2011 | Mr. Pham Chen | Lawn care - 2 mos | \$ 200.00 | |
| 12/18/2011 | Centerpoint Energy | nati gas for house | \$ 54.62 | |
| 12/18/2011 | Kelsey-Seybold | mom's medical | \$ 13.92 | |
| 12/18/2011 | Memorial Hermann | mom's medical | \$ 226.40 | |
| 12/18/2011 | ACS Primary Care | mom's medical | \$ 6.87 | |
| 12/28/2011 | Herb Jarnison | house appraisal | \$ 450.00 | |
| 12/29/2011 | Amy Brunsting | tires for mom's car/house repairs/transpc | \$ 425.94 | |
| 1/9/2012 | Exxon - Victoria | Transportation | \$ 49.57 | |
| 1/10/2012 | Dr. Annie Uralil | mom's medical | \$ 44.06 | |
| 1/16/2012 | Northwoods Urology Associates | mom's medical | \$ 740.77 | |
| 1/17/2012 | Don Summers Tax Asses/Collect | 2011 property tax for mom's house | \$ 1,285.05 | |
| Total | | | \$ 10,576.35 | |

Yes Sunday

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

So I heard you were concerned about any money issue involved after I "beat" the mental bid. I will be put in a trust and Anita would have to deal it out.

After that time, you'll still get whatever share is yours. If you don't know how to manage money

in accounts for it.

Don't worry, quite a bit of the time now, even sleep with it. She hum & the motor is rather soothing.

Had about 2000 tickets this evening. I'm not doing so good.

Comes the night but so very dry. Glad I'm not a farmer. I'm gonna be doing better.

In watching the Grand Prix. Looks like your guys are winning.

Acnt these cards pretty? Love get them for me, (over)

Some days I'm gonna get a lap desk. I guess I'm too lazy to sit at the desk. I usually write while watching TV at night.

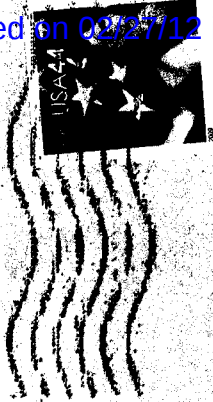
Wish I had your lovely handwriting. I started out left handed but my 1st grade teacher made me write right handed so I ~~was~~ blame her.

Hallmark
STATIONERY

CNT3025
© HALLMARK LICENSING, INC.
MADE IN U.S.A.
Hallmark.com

I can't even read my own writing!

Love you, Mother



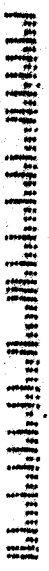
POSTAGE WILL BE PAID BY ADDRESSEE
NELVA BRUNSTING
13630 PINEROCK LN.
HOUSTON, TX 77060

Candy Cortez,

1215 W. Indian Way

Mountain View, CA

94555



72

CANDACE L. CURTIS
1215 Ulfinian Way
Martinez CA 94553

December 19, 2011

CERTIFIED MAIL R.R.R
ARTICLE NO. 7010 0290 0002 8531 8903
Ms. Anita Kay Brunsting
Co-Trustee
203 Bloomingdale Circle
Victoria TX 77904

CERTIFIED MAIL R.R.R
ARTICLE NO. 7010 0290 0002 8531 8866
Ms. Amy Ruth Brunsting
Co-Trustee
2582 Country Ledge
New Braunfels TX 78132

RE: Brunsting Family Living Trust, dated October 10, 1996, as amended
Formal Demand for Full and Complete Disclosure and Accounting

Dear Amy and Anita,

This letter shall stand as my formal written demand for you to provide me copies of the trust documents forthwith, including but not limited to wills, trusts as amended, declarations of trusts, indentures, death certificates, life insurance policies, and anything else relevant to the trust assets and/or the beneficiaries' beneficial interests.

As co-trustees you are hereby notified that before any of the trust assets are distributed, sold, or otherwise disposed of, you are required to provide all beneficiaries with prior notice, as required by Texas Property Code.

Furthermore, with this letter I demand a full and complete accounting of the trust assets. If you have questions regarding what that entails I suggest you begin by reviewing § 113.152 of the property code. To date I have never received an accounting, therefore, the period covered by this demand shall begin the moment one or both of you became a trustee or in any other manner assumed fiduciary capacity over Mother's financial affairs.

I am quite troubled by the simple fact that I have received no communication from you, of any type, since I left Houston after Mother's funeral. Your distribution of assets and personal effects in direct disregard for our Mother's express wishes is equally troubling.

Ms. Anita Kay Brunsting
Ms. Amy Ruth Brunsting
December 19, 2011
Page 2

Your tampering with the intent of our parent's trust constitutes a challenge to that trust under the terms of which you can be disinherited. I do not think you want push to come to shove on these kinds of issues. You both know what you have done and so do the rest of us.

At this juncture, you still retain the opportunity to cure and to save face. As long as we are all in agreement that the original intent of this trust will be the result of the estate's proper distribution, and we are all in agreement with that distribution, court intervention will not be necessary.

However, the conniving, deceitful manner in which you obtained control over the trust, trust assets, and the individual trust accounts for both Carl and myself, may soon be the subject of much inquiry. May I advise you that by accepting both the role of fiduciary AND gifts from the principal, you have consented to have your conduct measured by a higher standard of loyalty. You should also note that the violation of the duty that the fiduciary owes the principal CAN result in a felony conviction. I strongly suggest you execute your fiduciary obligations pursuant to the intent of the original trusts' terms and not according to the terms of your own manufacture.

Sincerely,


Candy

/cc

Cc: ✓ Ms. Carole Ann Brunsting
5822 Jason
Houston TX 77074

Mr. Carl Henry Brunsting
5629 Flack Drive
Houston TX 77081

Ms. Candace Freed
Vacek and Freed PLLC
11777 Katy Freeway
Suite 300 South
Houston, Texas 77079

From: Anita Brunsting (akbrunsting@suddenlink.net)
To: cbrunsting@sbcglobal.net; occurtis@sbcglobal.net; drinabrunsting@sbcglobal.net;
Date: Tue, December 20, 2011 2:41:15 PM
Cc: at.home3@yahoo.com;
Subject: trust updates

The life insurance paperwork is being processed. It was under a separate trust. The trust will receive the \$250,000 in a bank account set up by the life insurance company. Once the deposit is made, you will receive a check sent to you (or the beneficiary) by certified mail with a signature required. If electronic transfer is available on this account I will transfer it that way. I have no idea how long it will take the life insurance company to disburse the funds.

As a beneficiary of the Brunsting Family Living Trust, you (or the beneficiary) are entitled to a copy of the trust which you will be receiving in the mail shortly.

Anita

From: Anita Brunsting (akbrunsting@suddenlink.net)
To: occurtis@sbcglobal.net;
Date: Wed, December 28, 2011 8:13:20 PM
Cc: at.home3@yahoo.com;
Subject: mom's house

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

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

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

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

Anita

CANDACE L. CURTIS
1215 Ulfinian Way
Martinez CA 94553

January 3, 2012

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 0290 0000 7314 5063

Ms. Anita Kay Brunsting
De facto Co-Trustee
203 Bloomingdale Circle
Victoria TX 77904

RE: Brunsting Family Living Trust, dated October 10, 1996, as amended
Statutory Demand for Full and Complete Disclosure and Accounting

Dear Anita:

When our Father and Mother created the above-referenced trust, it was a typical trust with boilerplate forms. They filled in the blanks with THEIR intent. It was obvious they wanted everything to go smoothly when they “left this mortal coil”, avoiding probate, taxes, AND SQUABBING. They were BOTH of sound mind at the time and Daddy was quite proud to have done so well for his family. NEITHER PARENT WOULD EVER HAVE CONCEIVED THE NOTION TO PUT ONE SIBLING IN CHARGE OF ANOTHER’S INHERITANCE. Moreover, if you had even SUGGESTED to Daddy that Carl’s family be disinherited for any reason, he would have cut you off so quickly your head would spin. As it stands, you have bullied and tricked Mother into thinking she was helping Carl, when in fact she was being used to help YOU cut off (rob) his family.

Reviewing old emails I find evidence of your machinations BEFORE Daddy passed away. These machinations included trying to convince Mother to sell the farm AFTER Daddy passed away. You also tried to convince her that YOU could do a better job with investments than Daddy. Mother was offended by that suggestion and told you so. After he passed away you tried to convince Mother to cancel the last-to-die life insurance policy. You clearly were not thinking of anything but your own selfishness and greed. Finally, I understand that after Daddy passed away you tried to convince Carl to put Carole’s and my personal asset trusts in quasi-conservatorship.

If I were in your shoes, I would do some crash reading on fiduciary obligation and, in your particular case, I would begin with the common dictionary definition of the word trust. If that is not clear enough, please refer to Black’s Law Dictionary AND Subtitle B,

Sections 111-117, of Title 9 of the Texas Property Code. After that I would consult with a really good criminal attorney.

If, at this juncture, you are wondering if I am questioning your loyalty and trustworthiness, make no mistake about it. The information which has come to my attention, including physical evidence, has me not merely appalled and sickened, but I am emotionally distressed and, quite frankly, a little angry as well.

It is my understanding that you are presently acting as a Trustee for the Brunsting Family Living Trust. As a beneficiary of the Trust, I have standing to demand a written statement of account and other information from you. As a trustee you have a corresponding legal obligation to provide the information requested.

Your failure or refusal to meet your mandatory disclosure obligations is a breach of trust and I hereby demand that you inform me of the identities and contact information for the Trust Protector and the Special Co-Trustee, in writing, immediately, upon receipt of this demand. In addition, at the same time you are to provide me with copies of all appointment documents related thereto.

This letter also constitutes actual and constructive notice of a formal demand for a true and complete copy of all trust related documents including, but not limited to, a full and complete accounting covering ALL transactions since the last accounting, or since the creation of the Trust, whichever is later. To the extent that written statements of account with respect to such trusts have been prepared for any prior period or periods, and have been delivered to any beneficiary, this letter constitutes formal legal demand for true and complete copies of such statements of account.

Had you endeavored to understand your fiduciary obligations, rather than pursuing your own self-interest, you would never have attempted to rupture this Trust, as you would have realized your efforts would be of no avail unless you followed the established rules. Had you followed the rules, attempted changes to the trust would not have occurred and you would never have pretended any alleged changes to be valid.

In so doing you have all but confessed your abject moral bankruptcy and, as opposed to consolidating unbridled power unto yourself, you enmeshed yourself in conflicts of interest and made yourself both liable and culpable. Withholding information you have a duty to divulge only sinks you in deeper.

I am particularly interested in how we got from Carl and Amy as successor co-trustees, with me as alternate, to you and Amy as successor co-trustees AND QUASI-CONSERVATORS of Carl's and my personal asset trusts, WITHOUT ANY NOTICE WHATSOEVER. The last I heard about it from Mother was several years back. She felt Amy was unstable and wanted to replace her with me. She asked me if I would do it and I agreed. Then, all of a sudden, Mother decided it would be easier to replace Amy with you. She said she hoped her decision did not hurt my feelings.

My previous letter pointed you to the law regarding what you must produce to constitute a full and complete accounting. I hereby demand this accounting to specifically include a list describing all gifts, gratuities and compensation received by you, whether from Nelva Brunsting or from the trust Res, including when and how received, as well as copies of all attorney bills paid for with trust funds.

With this letter I also demand a written update as to the status of the last-to-die life insurance proceeds. It has been more than six weeks and based upon your past and present refusal to educate the beneficiaries about this policy, while asking them to sign blank, undated waivers year after year, I am starting to get worried that there is something else we don't know about yet.

Tex. Trust Code Ann. §113.151 provides that ALL of the trust documents and the full and complete accounting be delivered to me within a "reasonable time." Having made a common law demand for accounting mailed December 18, 2011, and receiving no responsive documents, it is my position that a reasonable time is on or before sixty (60) days after your receipt of this statutory demand.

The documents and accounting should be sent to the undersigned at 1215 Ulfian Way, Martinez, CA 94553, not later than 5:00 p.m., on or before the first business day to occur sixty (60) days after your receipt of this demand.

Please confirm to me in writing, within ten (10) days of your receipt of this demand, that you intend to furnish all of the information requested in this demand on or before the dates specified.

If I do not receive written confirmation within such time, then I reserve the right to immediately file a motion in any court of competent jurisdiction to compel compliance with this demand. Any motion to compel compliance with this demand may also contain a request that, because of your breach of the fiduciary duty to disclose, you, acting in your individual capacity, pay all legal fees and costs incident to the enforcement of this demand.

If you believe this request is over burdensome or unreasonable, you will provide my designated agent with access to the books and records in your possession, and you will do so without delay. You are advised that this will be my last non-judicial effort to compel you to meet your fiduciary obligations. I have everything I need to get an injunction and I would not advise trying my patience any further.

If you have any questions regarding this matter please do not hesitate to contact me in writing to express your concerns. If you have legal counsel you are to communicate through that counsel.

Very truly yours,

Candace L. Curtis

/cc

Cc: Mr. Carl Henry Brunsting
Co-Trustee
5629 Flack Drive
Houston TX 77081

Ms. Amy Ruth Brunsting
Co-Trustee
2582 Country Ledge
New Braunfels TX 78132

Ms. Carole Ann Brunsting
5822 Jason
Houston TX 77074

Ms. Candace Freed
Vacek and Freed PLLC
11777 Katy Freeway
Suite 300 South
Houston TX 77079

paperwork was being processed. She also said the beneficiaries are entitled to a copy of the trust which we would receive shortly.

On or about December 21, 2011 I received an envelope from Anita containing a copy of the Restatement of The Brunsting Family Living Trust, dated January 12, 2005, and a copy of the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, dated August 25, 2010.

December 28, 2011, Anita emailed me, (P-19) with a cc to Amy, re mom's house, wherein she stated that a realtor had been contacted and they hoped to

“...get it on the market next week”... “After we get the house sold, we'll figure out the farm and the remaining liquid assets. Just double-checking, you still want to hold onto your portion of the farm right? If so, are you interested in “trading” some of the liquid assets (like your portion of the remaining stock/mutual funds or cash from the sale of the house) for more farmland? I'm just trying to get an idea of what everyone wants.”... “We're still working w/ the lawyer to get a final tally of the worth of all the assets, when that's complete, you will get a spreadsheet that lists them.”

I am not really sure how I was expected to make a major decision like this without knowing exactly what my assets are.

Being virtually in the dark about everything, I began to have a renewed sense of grave concern about the safety of the trust assets and was compelled to send a “Statutory Demand for Full and Complete Disclosure and Accounting” letter, dated January 3, 2012, (P-20, 4 pgs.) sent certified mail to Anita, with copies going to Amy, Carole, Carl and Mom's trust attorney Candace Freed. Anita's letter was signed for on January 9, 2012. Within that letter I asked her to

“Please confirm to me in writing, within ten (10) days of your receipt of this demand, that you intend to furnish all of the information requested in this demand on or before the dates specified.” “...inform me of the identities and contact information for the Trust Protector and the Special Co-Trustee, in writing, immediately, upon receipt of this demand.”

The deadline for confirmation was January 19, 2012. To date I have not received a confirmation.

January 22, 2012, Anita emailed me, with cc's to Attorney Candace and Amy, writing “Attached please find the appointment of successor trustees dated 12/21/10 and Mother's will.”

It seems to me I should have received some type of notice, as well as a copy of the appointment document more than a year previous. I was already angered by her blatant disregard of her legal obligations to the beneficiaries thus far and was compelled once

again to write and demand that she carry out the legal obligations of her position as trustee. On January 23, 2012, via email, (P-21, 2 pgs.) I explained that,

“You received a written demand for disclosure of the identity of the trust protector or the special co-trustee(s) if any. Your lack of disclosure of this basic information, or any expression of good faith, leaves me with concerns that there is something you fear or want to conceal...”

On January 25, 2012 Anita replied, via email, (P-21, supra) with cc's to Attorney Candace and Amy, stating

“Provisions for the Trust Protector and Special Co-Trustee can be found in the Qualified Beneficiary Designation on pages 15 and 28 respectively.”

Directly following this email was a second email from Anita to Carl, Amy, Carole and myself, cc to Attorney Candace, regarding the life insurance money having been received on 1/17/12, eight days prior.

On or about January 23, 2012 I received a certified mail envelope with a cover letter that stated, “Per your request, enclosed please find the trust document regarding the life insurance policy mom and Dad had, as well as their death certificates.”

It should be noted that I had requested a copy of this particular document back in March of 2010, almost two years earlier, when I was asked by Anita, the trustee, to sign blank, undated Notification of Demand Right forms.

On January 24, 2012 Anita sent an email (P-22) to Carl, Carol and myself, cc to Attorney Candace, writing

“Attached please find a preliminary tally of trust assets and expenses (with a list of future liabilities). We are still working with Candace to complete the formal list.”

As stated earlier in this affidavit, there appears to be a discrepancy in the amount of some ExxonMobil stock that was “found” not to be in the trust. It had been accounted for in 2005, was not included in an accounting from 2010, and was listed on the “tally” attached (P-15, supra). In 2005 there were 3,522.42 shares listed. The “tally” listed 1,258.91. It seems the beneficiaries have a right to know what happened to the difference. It will be difficult to determine without any accounting records.

I have received no other response to my recent demands for information, no notice, no other copies of trust documents and no expression of good faith.

The law is clear. Trustees have obligations and beneficiaries have rights. I can think of no legitimate purpose for the trustees' breach of their duty to disclose. To date I am in possession of the following documents, some of which were obtained from another

beneficiary and not from the trustees, who still refuse to fully answer, and the bulk of which were obtained from Anita in October 2010.

Ordered by Document Date

AKB denotes documents received via email from Anita on 10/23/10

CHB denotes documents received from Carl in January 2012

All other documents were received from Anita pursuant to my demand letters, and received on the date noted

AKB Quit Claim Deed, State of Iowa, signed by EHB and NEB 10/29/96 and recorded in Sioux County Iowa 11/18/96 (P-23, 7 pgs.), which contained 3 asset schedules, A, B, C, all blank

The Brunsting Family Irrevocable Trust dated February 12, 1997 (life insurance trust) received from Anita on or about 1/26/2011, Anita Kay Riley trustee. (P-24, 53 pgs.)

AKB Affidavit of Trust made 1/12/2005 (only first page) (P-25)

AKB Certificate of Trust dated 1/12/05, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees. (P-26, 2 pgs.)

AKB Certificate of Trust dated 1/12/05, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees **UNSIGNED WITH AMY RUTH TSCHIRHART CROSSED OUT** (P-27, 2 pgs.)

AKB Affidavit of Trust made 1/12/05, with selected provisions attached, Article IV Our Trustees, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees with Amy Ruth Tschirhart crossed out. (I do not know when it was crossed out – before or after it was signed) (P-28, 32 pgs.)

AKB The Restatement of The Brunsting Family Living Trust, dated 1/12/05, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees with Amy Ruth Tschirhart crossed out. (I do not know when it was crossed out – before or after it was signed) (P-29 102 pgs.)

The Restatement of The Brunsting Family Living Trust, dated 1/12/05, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees with Amy Ruth Tschirhart crossed out. (I do not know when it was crossed out – before or after it was signed), received from Anita Kay Brunsting on or about 12/21/11 (duplication of P-29, printed front and back – copy omitted)

AKB Transfer To Grantor Trust Subject To Withdrawal Contribution Agreement, **UNSIGNED**, dated 01/12/05 (P-30, 2 pgs.)

AKB Last Will of Elmer H. Brunsting (Pour-Over Will), UNSIGNED, WITH ARTICLE III (Appointment of Personal Representative) redacted, dated 01/12/2005 (P-31, 14 pgs.)

AKB Last Will of Nelva E. Brunsting (Pour-Over Will), UNSIGNED, Elmer H. Brunsting personal representative, Carl Henry Brunsting first alternate, Amy Ruth Brunsting second alternate, Candace Louise Curtis third alternate, dated 01/12/05 (P-32, 11 pgs.)

AKB Living Will also known as the "Physician's Directive" signed by NEB, dated 01/12/05 (P-33, 5 pgs.)

Last Will of Nelva E. Brunsting, signed 01/12/05, EHB personal representative, Carl Henry Brunsting first successor, Amy Ruth Tschirhart second successor, Candace Louise Curtis third successor, received 1/22/12 via email from Anita (P-34, 11 pgs.)

CHB First Amendment to the Restatement to the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, Article IV, Section B amended and attached as Exhibit "A", dated 09/06/07, Carl Henry Brunsting and Candace Louise Curtis successor co-trustees. ***CHB and CLC "shall each have the authority to appoint his or her own successor Trustee by appointment in writing."***, THE FROST NATIONAL BANK alternate (P-35, 2 pgs.)

AKB General Durable Power of Attorney of Nelva E. Brunsting, marked copy, unsigned, and only dated 2010, Anita Kay Brunsting initial agent, Carol Ann Brunsting first successor, Amy Ruth Tschirhart second successor (P-36, 27 pgs.)

CHB Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, executed 6/15/10, in connection with advances against our inheritances AFTER JUNE 1, 2010 (P-37, 3 pgs.)

AKB Information Concerning The Medical Power of Attorney signed by NEB, dated 08/25/10 (P-38, 5 pgs.)

AKB Medical Power of Attorney Designation of Health Care Agent signed by NEB, dated 08/25/10, Carol A. Brunsting appointed, Anita Kay Brunsting first alternate, Amy Ruth Tschirhart second alternate (P-39, 5 pgs.)

AKB Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, signed by Nelva E. Brunsting as Trustee, and Founder and Beneficiary on August 25, 2010. (P-40, 38 pgs.)

Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, signed by Nelva E. Brunsting as Trustee, and Founder and Beneficiary on August 25, 2010, received from Anita Kay Brunsting on or about 12/21/11 (duplication of P-40, printed front and back – copy omitted)

AKB Appointment of Successor Trustees, signed by Nelva E. Brunsting as Founder and Original Trustee, dated 08/25/10, Anita Kay Brunsting and Amy Ruth Tschirhart successor co-trustees, FROST NATIONAL BANK alternate. (P-41, 5 pgs.)

Hand written note from Nelva Brunsting to Candy Brunsting, dated Sunday, referencing trick or treaters' that evening, postmark illegible except for 2010. (P-16, supra)

Appointment of Successor Trustees, marked law firm copy, signed 12/21/10, if NEB resigns as Trustee, Anita Kay Brunsting first successor, Amy Ruth Brunsting second successor, THE FROST NATIONAL BANK third successor; if NEB fails or ceases to serve, Anita Kay Brunsting and Amy Ruth Tschirhart successor co-trustees, THE FROST NATIONAL BANK successor trustee, emailed to me by Anita on 01/22/12 (P-42, 6 pgs.)

CHB Appointment of Successor Trustees, marked law firm copy, signed 12/21/10, if NEB resigns as Trustee, Anita Kay Brunsting first successor, Amy Ruth Brunsting second successor, THE FROST NATIONAL BANK third successor; if NEB fails or ceases to serve, Anita Kay Brunsting and Amy Ruth Tschirhart successor co-trustees, THE FROST NATIONAL BANK successor trustee (duplicate of P-42, copy omitted)


CHB Resignation of Original Trustee, Nelva E. Brunsting, signed 12/21/10, appointing Anita Kay Brunsting as trustee of BFLT dated October 10, 1996, as amended, as well as the subtrusts known as the NEB Survivor's Trust and the EHB Decedent's Trust. (P-43)

CHB Acceptance by Successor Trustee, Anita Kay Brunsting, signed 12/21/10 (P-44)

Certified Death Certificate EHB issued 3/10/2011 received from Anita on or about 1/26/2011, State file number 142-09-043-770

Certified Death Certificate NEB issued 11/18/2011 received from Anita on or about 1/26/2011, State file number 142-11-142-463

I, Candace Louise Curtis, declare under penalty of perjury pursuant to the laws of the United States, that the above declaration of facts is true and correct and based upon personal knowledge, except for those things averred upon information and belief, and as to those things, I believe them to be true as well.


2/19/2012
Candace Louise Curtis, Plaintiff

From: Anita Brunsting (akbrunsting@suddenlink.net)
To: occurtis@sbcglobal.net;
Date: Wed, January 25, 2012 7:31:05 PM
Cc: candace@vacek.com; at.home3@yahoo.com;
Subject: RE: requested documents

Candy,

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

Anita

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

Dear Anita,

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

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

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

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

Oh, and one more thing regarding your fake ass qualified beneficiary designation. If you intend to act on that document's alleged grant of authority and you think you are prepared to litigate the question of its

validity, you should probably try to figure out what EACH paragraph means and how in the world ANYONE could have explained that to our Mother. You assert that Mother signed those documents making those changes, knowing full well what she was signing. I, however, upon receipt of your initial piecemeal documents, contacted Mother by telephone and she assured me in no uncertain terms that she did no such thing. Better yet, she followed it with a written communication reciting our conversation and saying very clearly "that is not true". Disclaiming will not cure the past.

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

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

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

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

Sincerely,

Candy

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

Dear Candy,

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

Anita

From: Anita Brunsting (akbrunsting@suddenlink.net)
To: cbrunsting@sbcglobal.net; occurtis@sbcglobal.net; cbarch@sbcglobal.net;
Date: Tue, January 24, 2012 6:37:58 PM
Cc: candace@vacek.com;
Subject: preliminary trust accounting

Attached please find a preliminary tally of trust assets and expenses (with a list of potential future liabilities). We are still working with Candace to complete the formal list.

Anita



TITLE TRANSFER DOCUMENTS

This portion of your portfolio should contain copies of all documents which show that title to various assets has been transferred to your Living Trust. The original documents should be kept in a safe place, such as a safe deposit box. In order to help your trustees in the event of death or disability, you should keep records of all assets that have been transferred to your Living Trust in this section.

RECORDED SIOUX COUNTY IOWA

'96 NOV 18 AM 9 44

5407
5407

FILE 1996 CARD **5407**
Arita K. Van Bruggen
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 2550 Middle Road, Suite 101, Bettendorf, IA 52722, (319) 355-7070

**QUIT CLAIM DEED
STATE OF IOWA,**

Sioux County

November ^{18th} 96
a.j.
Rec'd 11-18-96
a.b.

THIS INDENTURE WITNESSETH, THAT THE GRANTORS,

**ELMER HENRY BRUNSTING and NELVA E.
BRUNSTING, individually and as husband and wife,**

of the County of Harris and the State of Texas for and in consideration of Ten (\$10) Dollars and other good and valuable consideration in hand paid, QUIT CLAIMS unto

**ELMER H. BRUNSTING and NELVA E. BRUNSTING,
Trustees, or their successors in trust, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996 and
any amendments thereto,**

the following described real estate in the County of Sioux, State of Iowa, hereby relinquishing all rights of dower, homestead and distributive share in and to the real estate, to-wit:

The Northwest Fractional Quarter (NW Frt. ¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

subject to all easements and restrictions of record.

The consideration for this transfer is less than \$500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Grantors warrant that the trust named as grantee herein is a revocable trust as defined in Iowa Code Chapter 9H.1(20).

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage and protect said premises or any part thereto, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; to donate to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof; from time to time, and upon any terms and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that

(a) at the time of the delivery of this deed the trust stated in this Indenture as grantee was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,

(c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

IN WITNESS WHEREOF, the grantors have signed this on October 29, 1996.

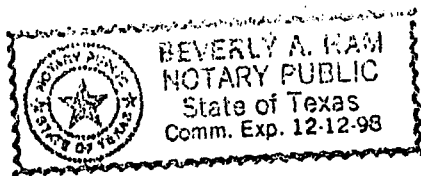
Elmer Henry Brunsting
Elmer Henry Brunsting

Nelva E. Brunsting
Nelva E. Brunsting

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that **ELMER HENRY BRUNSTING** and **NELVA E. BRUNSTING**, individually and as husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal on OCTOBER 29, 1996.



Beverly Ham
Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dennis D. Duffy
Attorney at Law
101 Northwest Bank Tower
2550 Middle Road
Bettendorf, Iowa 52722
(319) 355-7070

**THE
BRUNSTING FAMILY
IRREVOCABLE 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: (281) 531-5800

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Table of Contents

Introduction

Article I The Creation of Our Irrevocable Trust

Article II Transfers of Assets to Our Trust

Administration

Article III Trust Administration During the Founders' Lives

Article IV Life Insurance

Article V Trust Administration Upon a Founder's Death

Article VI Upon the Death of the Surviving Founder

Article VII Protection of Beneficial Interests

Article VIII The Trustee

Article IX The Trustee's Powers and Authority

General Matters

Article X **Definitions**

Article XI **Miscellaneous Matters**