

NO. 412,249-401

CANDACE LOUISE CURTIS

Plaintiff,

V.

ANITA KAY BRUNSTING, ET AL

Defendants.

§
§
§
§
§
§
§
§
§

IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

CANDACE LOUISE CURTIS’ VERIFIED MOTION FOR PARTIAL SUMMARY JUDGMENT WITH CONCURRENT PETITIONS FOR DECLARATORY JUDGMENT

TO THE HONORABLE PROBATE COURT:

COMES NOW Candace Louise Curtis filing this Verified Motion for Partial Summary Judgment with Concurrent Petitions for Declaratory Judgment and in support thereof would respectfully show as follows:

I.

Summary and Declaratory Judgment Issues

This is a case involving numerous breaches of fiduciary duties by persons occupying the offices of trustee under questionable authority who, while exercising the powers of the office to perform improper transactions in a biased and self-serving manner, have affirmatively performed none of the duties required under the terms of the trust instruments, have affirmatively performed none of the duties required by Texas property statutes, and have affirmatively performed none of the duties required by the Texas common law.

Notwithstanding Defendants’ selective disclosures over these past five years and their continuing obfuscation, there has been more than adequate time for both honest and complete fiduciary disclosures and for pretrial discovery. The requisite evidentiary support for these motions is contained within the Court’s record. The evidence is clear, positive, uncontradicted, and of such nature it cannot rationally be disbelieved; there is no legitimate controversy as to any material fact; and Plaintiff is entitled to judgment as a matter of law on the issues expressly set out in this motion.

This motion for partial summary judgment seeks relief on four specific breaches of fiduciary duties at issue in the matters before the Court. Additionally, a de son tort claim and

petitions for declaratory judgments relate to the validity, efficacy and interpretation of instruments and the proper standing of parties.

The claims for breach of fiduciary relate only to the period of time between the death of our Mother Nelva Brunsting on November 11, 2011 and the filing of this motion. The several petitions for declaratory judgment relate to instruments authored after the incapacity and/or demise of Elmer Brunsting.

Plaintiff asks the Court to interpret the several claims for breach of fiduciary and the several petitions for declaratory judgment considering the totality of the circumstances in Toto with the records of the several proceedings.

II.

Summary Judgment

Pursuant to Texas Rule of Civil Procedure 166(a):

A party seeking to recover upon a claim, counterclaim, or cross-claim or to obtain a declaratory judgment may, at any time after the adverse party has appeared or answered, move with or without supporting affidavits for a summary judgment in his favor upon all or any part thereof. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to amount of damages.

The judgment sought shall be rendered forthwith if (i) the deposition transcripts, interrogatory answers, and other discovery responses referenced or set forth in the motion or response, and (ii) the pleadings, admissions, affidavits, stipulations of the parties, and authenticated or certified public records, if any, on file at the time of the hearing, or filed thereafter and before judgment with permission of the court, show that, except as to the amount of damages, there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law on the issues expressly set out in the motion or in an answer or any other response.

In *Branult v. Bigham*, 493 S.W.2d 576 (Tex. App. -- Waco [10th Dist], 1973) the court held that:

A person interested as or through a . . . trustee . . . other fiduciary . . . or cestui que trust in the administration of a trust . . . may have a declaration of rights or legal relations in respect to the trust. . . i. to ascertain any class of creditors, devisees, legatees, heirs, next of kin or others; ii. to direct the . . . trustees to do or abstain from doing any particular act in their fiduciary capacity; or iii. to determine any question arising in the administration of the trust . . . including the construction of . . . other writings.

III.

Burden of Proof

The burden of proof is on the fiduciary to show that he has fully performed his duties, and the means for such proof is full disclosure and a sufficient and proper accounting.

Where facts lie peculiarly within the knowledge of a party and cannot, in the nature of the case, be known to his adversary, the party having knowledge has the burden of proving the facts. Spencer v. Petit, Tex. Civ. App., 17 S.W.2d 1102 @ 1106, (Affirmed, Tex. Com. App., 34 S.W.2d 798).

In Frethey v. Durant, 48 N.Y.S. 839 (N.Y.A.D. 1 Dept. 1897), it was held that:

when a fiduciary relation is shown to exist, and property or property interests have been entrusted to an agent or trustee, the burden is thrown upon such agent entrusted to render an account, and to show that all his trust duties have been fully performed, and the manner in which they have been performed. It is assumed that the agent or trustee has means of knowing, and does know, what the principal or cestui que trust cannot know, and is bound to reveal the entire truth.

IV.

Beneficiaries Have Express Statutory Standing to Seek Declaratory Judgments

Texas Civil Practice and Remedies Code §37.005:

Sec. 37.005. DECLARATIONS RELATING TO TRUST OR ESTATE

A person interested as or through an executor or administrator, including an independent executor or administrator, a trustee, guardian, other fiduciary, creditor, devisee, legatee, heir, next of kin, or cestui que trust in the administration of a trust or of the estate of a decedent, an infant, mentally incapacitated person, or insolvent may have a declaration of rights or legal relations in respect to the trust or estate:

- (1) to ascertain any class of creditors, devisees, legatees, heirs, next of kin, or others;*
- (2) to direct the executors, administrators, or trustees to do or abstain from doing any particular act in their fiduciary capacity;*
- (3) to determine any question arising in the administration of the trust or estate, including questions of construction of wills and other writings; or*
- (4) to determine rights or legal relations of an independent executor or independent administrator regarding fiduciary fees and the settling of accounts*

V.

Summary of the Motion

As the record will show, Defendants Anita and Amy Brunsting claim to be co-trustees for the entire Brunsting family of trusts. Anita claims to have become sole trustee for the entire Brunsting family of trusts via Nelva's resignation and trustee appointment on December 21, 2010. Plaintiffs Carl Brunsting and Candace Curtis are co-beneficiaries of the Brunsting family of trusts along with Defendants Amy, Anita, and Carole Brunsting. (see Exhibit 1 and Defendants' pleadings)

A fiduciary relationship exists as a matter of law. Amy and Anita owed and continue to owe fiduciary duties to Carl Brunsting and Candace Curtis. Anita and Amy have breached the fiduciary duties owed to all of the beneficiaries, and Plaintiffs have suffered and continue to suffer egregious injury and are entitled to remedy as a matter of law, as hereinafter more fully appears.

VI.

Breach of Fiduciary Claims

1. Abuse of Discretion: Failure to create individual trust shares or fund personal asset trusts
2. Duty of Competence: Failure to account for known trust assets - EE Bonds
3. Duty to Account: Failure to render full, true, complete, and timely accountings
4. Breach of affirmative fiduciary duty of full disclosure.

VII.

Summary of Petitions for Declaratory Judgments

Plaintiff seeks the following declaratory judgments as supported hereinafter.

That:

1. the July 1, 2008 appointment of successor co-trustees is invalid¹
2. the August 25, 2010 appointment of successor co-trustees is invalid as to the Family and Decedent's irrevocable trusts²
3. the December 21, 2010 appointment of successor trustees is invalid as to the Family and Decedent's irrevocable trusts³
4. the December 21, 2010 resignation instrument is invalid as to the Family and Decedent's irrevocable trusts⁴

¹ Exhibit 11-a

² Exhibit 11-b

³ Exhibit 11-d

⁴ Exhibit 11-c

5. the 2005 restatement as amended in 2007 is the current law of the trust
6. Plaintiffs Carl Brunsting and Candace Curtis are the de jure trustees for the Family and Decedent's irrevocable trusts; and
7. Defendants Amy and Anita Brunsting are trustees de son tort, liable for any breaches of fiduciary committed by them while occupying the office of trustee for the Family and Decedent's irrevocable trusts; and
8. If Defendants cannot verify original appointment instruments before the Court Plaintiff asks for a declaratory judgment that Carl Brunsting and Candace Curtis are also the de jure trustees for the Nelva E. Brunsting Survivor's Trust.

VIII.

History of "The Trust" and the Significance of Trust Events

In 1996 Elmer Brunsting and his wife Nelva Brunsting created the original Brunsting Family Living Trust⁵ for their benefit and for the benefit of their 5 children (Original trust Exhibit 6).

That trust instrument named Founders Elmer and Nelva as the initial co-trustees, but in the event that both of them should cease to serve the successor trustee designation was listed:

- a. First Anita
- b. Second Carl and
- c. Third Amy

The original trust lay dormant until January 2, 2005 when it was restated in its entirety (2005 Restatement Exhibit 7). The successor co-trustees after the 2005 Restatement were:

- a. Carl Henry Brunsting and Amy Ruth Tschirhart⁶
- b. Alternate Candace Louise Curtis

The significant fact is that Elmer and Nelva jointly removed Anita entirely as a successor trustee in 2005. It must be presumed that Elmer and Nelva had a reason for removing Anita.

The Brunsting Family Living Trust was amended by both Elmer and Nelva for the first and only time in 2007 (Exhibit 8), and after that amendment the named successor co-trustees were:

- a. Carl Henry Brunsting and Candace Louise Curtis

⁵ Bates Brunsting001517

⁶ Bates P326 obtained by Blackburn

b. Alternate Frost Bank

The significant facts here are that Elmer and Nelva jointly removed Amy as a successor co-trustee and they did not put Anita or Carole on as an alternate, but instead named Frost Bank.

It is also significant to note that this was the last A/B trust instrument signed by both Elmer and Nelva Brunsting and is inarguably the current law of “the trusts”.

TRUST VITIATIONS

Elmer Brunsting became incapacitated and was apparently declared by two doctors to be incompetent in June of 2008. Surfacing after more than three years of litigation and demands for production is a document referred to in other instruments as an appointment of successor trustees dated July 1, 2008.

July 1, 2008 Appointment of Successor Trustees

The only copy of this instrument thus far known, recently surfaced at pages 135-139 of a 143 page pdf document labeled “supplemental production” received from Anita Brunsting on June 25, 2015, a copy of which is attached as Exhibit 11-a.

The quality of this copy is not only unacceptable but the instrument is invalid on its face, as under Article IV Section D of the restatement Nelva could only remove trustees she had individually appointed.

2005 Restatement Article IV Section D

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

Elmer had already been declared incompetent in June and was unable to sign trust amendments. His incompetence is mentioned in the July 1, 2008 instrument which was signed by Nelva alone. Because Elmer was incompetent and not deceased, there was no survivor’s trust to change trustee appointments for, and since the successor co-trustees for the family trust had been selected by Elmer and Nelva jointly, the successor co-trustees for the family trust could not be changed by Nelva alone under the terms of Article IV (D) of the restatement.

Thus, when Elmer passed on April 1, 2009 the successor co-trustees for the irrevocable Family and Decedent’s trusts could only be those named in the 2007 Amendment -- Carl and Candace, with Frost Bank as the alternate.

As Carl Brunsting was the first successor co-trustee in every instrument, nothing really changed after Elmer's death with the exception of the names of trust assets as to ownership interests. Assets were either transferred to a Decedent's Trust or a Survivor's Trust using various certificates of trust, but no individualized indentures for either trust were ever formally expressed. This is the first place where ambiguity finds fertile ground.

August 25, 2010 Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement

On July 3, 2010 Carl Brunsting fell ill with encephalitis. Candace Freed's notes dated July 30, 2010 reveal that her instructions to change the trustee designations and dispositive provisions of the trusts came from previously removed successor trustee Anita Brunsting and not client Nelva Brunsting at all. (Exhibit 12)

The note says Anita's instructions were to make her and previously removed successor co-trustee Amy Brunsting successor co-trustees, with Frost Bank as the alternate. The notes also say to put Carl's inheritance under Amy and Anita's control. What Anita had requested and Freed drew up is exactly what Elmer and Nelva Brunsting intended to prevent with the 2005 Restatement and the 2007 Amendment, which are the last A/B trust agreement instruments signed by both.

The instructions from Anita to Freed find their way into an instrument expressed as a "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" allegedly signed by Nelva Brunsting on August 25, 2010. However, Plaintiff finds no exhibits in the disclosures that would indicate the source of the instructions to also place her inheritance expectancy under the trusteeship of Amy and Anita Brunsting. Nelva Brunsting herself said that's not true. (Exhibit 13)

Exhibit 10 is a collection of various Bates stamped exhibits of the alleged August 25, 2010 QBD. Of note is the fact that there are three versions of the signature page. Attached to Anita's 156 page objection to the Court's approval of a distribution, filed December 5, 2014, is the version bearing Bates Stamp P229. This is also the version Plaintiff Curtis received by mail. One can easily see the CAN preceding the alleged signature of Nelva Brunsting.

The next version bearing Bates stamps P192, P7168, V&F000389, P-76 and P12755 show both signatures floating way above the lines. This version appears in Carole's 133 page objection to Plaintiff's application for distribution filed Feb.17, 2015. This version also appears

in a business records affidavit from Frost Bank (Exhibit 9) as having been attached to an email received from Amy Brunsting in December 2011.

The third version (P443) was obtained for Carl Brunsting by attorney Blackburn from Anita. P443 and P1015 match the version attached to Curtis' original federal complaint (as Exhibit P-40), identified in her attached affidavit as having been received from Anita Brunsting via email October 23, 2010.

REMOVAL OF NELVA BRUNSTING BY FORCE

Nelva and Carl were excluded from a phone conference called by Candace Freed (Exhibit 5-a)⁷ and held on 10/25/2010. After that conference Curtis had a phone conversation with Nelva regarding the alleged 8/25/2010 QBD. Carole later emailed Curtis about overhearing Nelva on the phone to Freed, telling Freed to change it back and that she wasn't going to follow the changes Freed had made to the trust (Exhibit 5-b). Subsequent to the phone conversation referred to in Carole's email, apparently Candace Freed requested that Nelva be evaluated for competency. Candace Freed later wrote a follow up email on November 17, 2010 explaining her reasons for subjecting Nelva to a competency evaluation. (Exhibit 14)

Defendant's, having failed in their attempt to have a very lucid Nelva Brunsting declared incompetent, and after disfiguring the Family, Decedent's, and Survivor's trusts with their 8/25/2010 QBD, still not being satisfied that the scheme to steal their siblings' inheritance expectancies was fool proof, Anita, Amy, Carole and Candace Freed converged on Nelva in her own home on December 21, 2010, leaving Nelva no place to retreat. (Exhibit 25)

Nelva is alleged to have voluntarily signed resignation papers prepared by Candace Freed that improperly gave Anita total control over the assets of the entire Brunsting family of trusts, but those changes could not be made under the law of the trust. Under Article III of the 2005 Restatement as lawfully amended in 2007, the family trust became irrevocable at the death of Elmer Brunsting April 1, 2009, but could also not be changed after Elmer's incompetency certification of June 2008, as it was an A/B trust requiring both Founders' agreement to effect any changes.

⁷ Plaintiff Curtis original petition filed in the federal court on February 27, 2012 was made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

IX.

The Claims

Each of the following claims for breach of fiduciary relates to the period of time between the death of Nelva Brunsting and the filing of this motion. All of the Articles, exhibits and claims herein stated, and the attached Memorandum of Points and Authorities are hereby incorporated by reference as if restated in every other Article and Claim.

Claim 1. Abuse of Discretion: Failure to Create Individual Trust Shares or Fund Personal Asset Trusts

Article X of the 2005 Restatement of the family trust requires the trustees to distribute the trust res into five Trust Shares for the five beneficiaries, to be created upon the death of the second Founder. (Exhibit 7)

The 8/25/2010 Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement that Defendant's cling to, but have not produced, requires the trustees to establish five personal asset trusts upon the death of the second Founder.

Nelva Brunsting, the second Founder, died November 11, 2011. It does not matter which instrument was to be followed, the trustees are in breach for failure to act and failure to seek judicial guidance in either circumstance, which is a clear case of abuse of discretion.

The injunctive order issued by the federal court April 9, 2013 not only enjoins Defendants from spending trust funds without prior court approval but, in fact, also compels Defendants to deposit income into an appropriate account for the beneficiary.

In light of what appears to be irregularities in the documents and the failure of the Trustee to act in accordance with the duties required by the Trust, the Court ENJOINS the Trustee(s) and all assigns from disbursing any funds from any Trust accounts without prior permission of the Court. However, any income received for the benefit of the Trust beneficiary is to be deposited appropriately in an account.

On June 25, 2015 Amy responded to Curtis' 1st interrogatories (Exhibit 22) and in her answers she blames Carl and Candace for bringing litigation as the cause for her inability to meet her fiduciary obligations.

Answering interrogatory 1 Amy states: (emphasis added)

The Personal Asset Trusts have not been established. This is a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and when formed,

they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees

Amy further claims in interrogatory No.2:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

According to Anita Brunsting's June 4, 2015 answer No. 18 to Curtis' interrogatories regarding the irrevocable trust provisions for establishing personal asset trusts, Anita says Nelva "superseded" the irrevocable A/B trust agreement. (Exhibit 23) (Emphasis added)

18. Describe the steps you have taken to honor the provisions of Article X, Section B(1)(a)(i) of the Brunsting Family Trust?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (i.e., before Nelva's death or after Nelva's death) and is, therefore, vague. The referenced section was superseded by Nelva and therefore, is inapplicable.

In Amy's Verified Answer to Plaintiff Carl Brunsting's Petition for Declaratory Judgment⁸, for Accounting, for Damages, for Imposition of a Constructive Trust, and for Injunctive Relief, filed May 13, 2013, Amy seeks to take refuge in the fact the personal asset trusts have not been "created" where she states:

AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Asset Trust because such trusts have not been created and therefore do not contain any trust property.

In Anita Brunsting's June 4, 2015 answer to Curtis' 1st written interrogatories (Exhibit 23) in response to number 19, Anita blames "the litigation" for failure to fund the personal asset trusts: (Emphasis added)

19. Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

⁸ Filed with this Court 5/13/2013 BT-2013-154977

*RESPONSE: After Nelva's death, defendant began the process of collecting assets, informing trust beneficiaries, and working the attorneys specifically referenced in such section to implement the terms of the trust instruments. The trustees and their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries. **Candace then brought litigation.***

The 2005 Restatement and the 2007 Amendment were the last A/B trust agreements signed by both Elmer and Nelva Brunsting. Limitations on the Founder's ability to amend or revoke "the trust" were provided in Article III Section B (Exhibit 7) which reads as follows: (*emphasis added*)

Section B. We May Amend Our Trust

*This trust declaration **may be amended by us** in whole or in part in a writing signed **by both of us** for so long as we both shall live. Except as to a change of trust situs, **when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.***

*Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust **as to that Founder's share or interest alone.***

Thus, any instruments claiming to have amended the irrevocable Family trust after the incapacity of Elmer Brunsting and any instruments claiming to amend the irrevocable Decedent's trust after Elmer's death are invalid on their face, and those would include the proclaimed changes in successor co-trustees as hereinafter more fully appears.

Pursuant to Article X of the 2005 Restatement, which Nelva had no power to supersede, the trustees were to establish five trust shares for the five beneficiaries at the death of the surviving founder.⁹

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

<i>Beneficiary</i>	<i>Share</i>
<i>CANDACE LOUISE CURTIS</i>	<i>1/5</i>
<i>CAROL ANN BRUNSTING</i>	<i>1/5</i>
<i>CARL HENRY BRUNSTING</i>	<i>1/5</i>
<i>AMY RUTH TSCHIRHART</i>	<i>1/5</i>

⁹ Exhibit 7 Article X page 10-1

There is no legal authority to support the notion that a suit brought by a beneficiary against a trustee for breach of fiduciary, or that animosity between the trustee and a beneficiary in any way relieves the trustee of performing the fiduciary duties the trustee owes to the beneficiary.

Nelva Brunsting died November 11, 2011. Article X of the 2005 restatement requires establishment of five trust shares at the death of the second Founder. The 8/25/2010 QBD requires distribution to 5 personal asset trusts at the death of the second Founder. Therefore, it matters not what instrument is relied upon, the trustees are in breach for failure to exercise discretion in either circumstance.

The federal Court found the trust required establishment of individual trust accounts and that the trustees had failed to fund the trust accounts. The injunction commands Defendants to deposit income into an appropriate account for the beneficiary and yet no income has been deposited appropriately into an account for any beneficiary. Defendants cannot blame the injunction for refusing to do what it commands!

There is no legal nexus between litigation and Defendants' proclaimed inability to act and no known legal authority exists to support such claims. Defendants have offered no valid defense as to why separate trust shares or personal asset trusts, have not been "set up", as Amy's March 6, 2012 affidavit claims. (Exhibit 1)

Defendants have offered no valid defense as to why separate trust shares have not been created, as required under the terms of the 2005 Restatement, or as to why personal asset trusts have not been "set up" as required under the terms of the 8/25/2010 QBD and as required under the terms of the federal injunction.

It should be judiciously noted here that the willful violation of a federal Court injunction is not merely a civil contempt but also a federal crime under Title 18.¹⁰ If Defendants were uncertain what instruments to follow they had a constructive trustee duty to petition for judicial guidance, which they also failed to seek.

Claim 2. Duty of Competence: Failure to Account for, Protect and Maintain Trust Assets - EE Bonds

¹⁰ 18 U.S.C. § 402 : US Code - Section 402: Contempt's constituting crimes

Defendants owe Plaintiff a duty to take possession of and protect trust assets. Defendants have known of the existence of U.S. Treasury EE Bonds held in the name of the family trust and have refused or otherwise failed to take possession, protect or account for the known EE Bonds.

Plaintiff Curtis sought an accounting for the EE Bonds in her initial complaint on February 27, 2012 (28 months after Anita claims to have become trustee). (Exhibit 5)

Fourteen months after Plaintiff Curtis' initial filing the federal Court issued an injunction to prevent wasting of the assets and a special Master was appointed to prepare an accounting of the income and disbursements of the trust from the date Anita Brunsting claims to have become sole trustee through May 31, 2013.

The Special Master appointed by the federal Court issued his report July 31, 2013 and the Defendants filed a response and an objection. On August 13, 2013 Curtis filed her response to Report of Master¹¹ and demanded at items 4 and 5 that Defendants account for U.S. Treasury EE Bonds held in the name of the trust.

A hearing was held September 3, 2013. While testifying the Special Master expressed questions as to the whereabouts of said bonds. (Exhibit 18)

Ten months later, still having no information about the EE Bonds, other than the Defendants' own production of April 2013, Plaintiff Curtis sent a letter of inquiry to the U.S. Treasury and subsequently received a response regarding the EE Bonds. (Exhibit 21)

December 14, 2014, Brad Featherston apparently emailed Plaintiff Curtis' prior counsel Jason Ostrom, and Carl Brunsting's counsel Bobbie Bayless asking for permission to "cash the bonds and deposit the money". (Exhibit 20)

Anita's June 4, 2015 answer to Curtis' interrogatories claims trustee failure to account for EE bonds is Plaintiffs' fault: (Exhibit 23) (Emphasis added)

23. What was the date of your prior inquiry and why was the inquiry made more than one year after you were noticed of the existence of those EE Bonds?

*RESPONSE: Candace and Carl consistently and repeatedly accused Carol of stealing bonds that were alleged to be in the name of Nelva or Elmer. **Defendant did not see a record of the bonds being in the name of the trusts.** In late 2014, Carol informed defendant that she could request a record of the outstanding bonds, which was done in mid to late 2014.*

24. What claim(s), if any, were you asking to be processed?

¹¹ See Exhibit 17

RESPONSE: None.

25. Did you subsequently submit the properly completed forms? If no, why not? If yes, what were the results and where are the transaction records?

RESPONSE: No, because Candace would not agree to the disposition of the bonds and the legal fees to seek court approval to cash the bonds in light of Candace's failure to agree made the transaction cost prohibitive.

Defendants blame Carl and Candace for their refusal to account for the EE Bonds, but there is no legal nexus between alleged accusations that Carole stole the bonds and Defendants' fiduciary duty to account for the bonds. There is no legal authority to support the notion that a fiduciary's duty to account is somehow dependent upon a beneficiary's permission to cash bonds, and there is no rational connection between requesting the reissue of EE bonds and a beneficiary's permission to cash bonds. Defendants' posture is not a legal defense to failure to account.

Anita's response to Plaintiff Curtis' interrogatories claims that she did not know about EE bonds in the name of the trust¹² when 1) they are identified in Defendants' own disclosures¹³ 2) Plaintiff Curtis specifically demanded Defendants account for the bonds in her August 13, 2013 Response to the Report of Master¹⁴ 3) Plaintiff Curtis' original federal complaint mentions the EE bonds¹⁵, and 4) the Special Master mentioned his curiosity as to the whereabouts of the unaccounted for EE bonds while testifying at the hearing on the Masters report September 3, 2013.¹⁶

The refusal to secure and preserve known trust assets by certifying authenticated copies of trust documents to the US Treasury in order to cause the reissue of the US Treasury EE series bonds is not a mistake, inadvertence or excusable neglect.

Claim 3. Breach of Fiduciary Duty to Account: Failure to Render Full, True, Complete, and Timely Accounting

Beginning with Anita's acceptance of the appointment of successor trustee, (Exhibit 11-e) when Nelva allegedly resigned on December 21, 2010, semi-annual accountings to Nelva were thus required on the summer and winter solstice, June 22nd and December 21st of each year.

¹² Exhibit 23

¹³ Exhibit 19

¹⁴ Exhibit 17

¹⁵ See This Courts record 02102015:1527:P0082

¹⁶ Exhibit 18

Amy Brunsting claims to have become a successor co-trustee with Anita when Nelva died on November 11, 2011. (Exhibit 1) (Amy Affidavit) No accounting was rendered December 21, 2011. Amy's Affidavit claims they have done the best that they can in the short time since Mother's death, but if accountings had been timely and properly prepared for Nelva by Anita, then it would have been a simple exercise to update them with the December bank and brokerage information. Current bank and brokerage statements continue to be withheld as of this writing.

The first quasi-accounting in the form of spreadsheets¹⁷ was received on April 5, 2012 in response to a December 2011 demand for a statutory accounting. The only other accounting was performed by the Special master and no formal statutory accounting has ever been performed or submitted to all of the beneficiaries.

Based upon Defendants' previous reference to the federal injunction as "questionable" and having received inadequate "accounting" information, Plaintiff Curtis has again become profoundly concerned about the economic health of "the trust" and did send demand for statutory accounting June 15, 2015. (Exhibit 24) The statutory time has long since run and no accounting has been rendered.

Claim 4. Breach of Affirmative Fiduciary Duty of Full Disclosure

Defendants have no legal defense for their refusal to honor the affirmative fiduciary duty of full disclosure and transparency. As can easily be seen from Plaintiff Curtis' original federal complaint and Affidavit, the lawsuits were brought to compel the performance of fiduciary obligations, primarily those of accounting and disclosure.

At this late juncture Defendants' only defense to their abject failure to perform any fiduciary duties, is to assert that Carl and Candace are no longer beneficiaries because they brought litigation to compel fiduciary accounting and disclosures. This is yet another defense effort to remove loyalty and accountability, the very essence of the fiduciary relationship itself.

X.

Conclusion – The Emperor Wears No Clothes

Historiographically, we have obfuscation and subterfuge and what appears to be elder abuse; de-facto trustees assuming the office; troublesome disposition of trust assets; an absence of competent book keeping; failures to disclose and account; questionable documents; improper

¹⁷ Exhibit 2

changes to irrevocable trusts; stalking; illegal wiretapping; and an absolute and complete absence of any fiduciary duties fulfilled without judicial compulsion.

Defendants cannot blame their failures to act on litigation brought to compel honoring of fiduciary obligations. The injunctions applied for and issued to prevent further misapplication of assets and to compel the honoring of fiduciary obligations, are not an excuse for failure to act.

Defendants have stated no valid legal defense and their excuses are nothing but confessions. Taken together, mere 'incompetence' cannot explain the synchronicity of events.

Defendants' pleadings and answers to interrogatories confess what their intentions have been all along. The plot was to steal Carl and Candace's inheritance expectancies and then to declare their victims "disinherited" should they object, just as Candace suspected in her email to Carole in October of 2010, and just as Defendants stated in their answers to Plaintiff's interrogatories and objections as exhibited herewith.

Anita, Amy and Carole kept their consorted acts secreted, refused to answer, and waited for Carl and Candace to seek judicial remedy to spring their disinheritance trap. In other words, the 8/25/2010 QBD was intended to eliminate accountability and the duty of loyalty, which no Court has ever even attempted, as that would dissolve the fiduciary relationship itself, an improper act, which is exactly what Defendants appear to have intended from the onset.

Defendants' plot was also clearly depicted in the Affidavit attached to Plaintiff Curtis' original federal complaint, filed February 27, 2012, now a part of this Court's record.¹⁸ (Emphasis added)

I saw Carl and Drina for the first time since our Father's death, at our Mother's funeral. I did not know what to expect. Carl was talking to someone when Drina and I saw each other. In the blink of an eye we were hugging each other and crying. The deep wounds created by what had transpired over the last 16 months immediately began to heal. The bond between Carl, Drina and I was rekindled over the next few days. The difficulty for all of us was coming to grips with the notion that, apparently, behind our backs, Anita had made a concentrated effort to take control of the entire trust, and our individual inheritances, in such a manner that if Carl and I complain about it, she gets to keep it, all the while asserting to others that our Mother made this decision ON HER OWN. I know she did not, because she said so to me on the phone. She took my concern to heart and subsequently sent me a handwritten note saying, again, that it was not true.¹⁹

¹⁸ Plaintiff Curtis original petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

¹⁹ See Exhibit 13

Observe Amy's recent answers to interrogatories. (Exhibit 22 p.13 emphasis added)

*(k) What factors does the decision-maker measure in determining the beneficiary's need for a distribution?*²⁰

Answer:

*"Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete subpart. It seeks to require the Respondent to interpret legal documents and render legal conclusions. **Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.***

Curtis' original federal complaint and affidavit contains email threads between Carole Brunsting and Candace Curtis in October of 2010, that make it clear Anita and Amy were both browbeating Nelva and not allowing her control over her own estate.

Note the reference to Amy and Anita's disinheritance plot at page 4 of 4 of the following email thread (Exhibit 5-d):

From: Candace Curtis <occurtis@sbcglobal.net> Subject:

To: "Carole Brunsting" <cbrunsting@sbcglobal.net>

Date: Monday, October 25, 2010, 6:01 PM

Now the truth comes out. None of us is entitled to copies of the trust documents, since Mother is the only beneficiary. Amy and Anita are trying to take over and will probably do anything and everything they can to cut the rest of us out. I was already depressed today. I'm over the edge now.

The threat of using an in terrorem clause against Carl and Candace for bringing litigation to construe a trust instrument, direct the trustees to do or abstain from doing any particular act in their fiduciary capacity, determine any question arising in the administration of the trust, including the construction of writings, is apparently the only response Defendants can muster.

Such threats are inconsequential. A cestui que right to declaration as to the validity and interpretation of instruments and to compel the trustee to do or abstain from doing any particular act, is a statutory and common law right belonging to the cestui que that prevails over any terms of a trust to the contrary.²¹

²⁰ It should be noted here that this question was selected from the Northern Trust Company web site section advising the beneficiary on what questions to ask the trustee.

²¹ Texas Property Code §115.001 vis-à-vis Property Code §111.0035; Branult v. Bigham, 493 S.W.2d 576; Texas Civil Practice and Remedies Code §37.005

The exercise of a cestui que right to hold the trustee accountable cannot be diminished, let alone perverted into violation of an in terrorem clause.

By claiming beneficiaries Carl and Candace are disinherited for violating an in terrorem clause, Defendants seek to remove Plaintiffs' standing to demand accountings, distributions, or disclosures, or to hold the impostor trustees to honor any of the fiduciary duties of the office.

It should be noted that disinheritance threats in Defendants' objections to distributions, and in their responses to interrogatories, were made in anticipation of the joint no-evidence motion for partial summary judgment subsequently filed by Defendants' Amy and Anita that they later removed from calendar. Defendants Anita and Amy Brunsting filed a joint motion in an effort to validate their 8/25/2010 QBD, collectively claiming personal knowledge of its validity. It should be noted that when confronted individually they have each disavowed any personal knowledge of its alleged signing.

Plaintiff would love to discuss the content of the 8/25/2010 QBD instrument and have tried every conceivable means to get the Defendants to qualify the thing as evidence so that we would have something to talk about, but has been continually frustrated in that effort.

Plaintiff Curtis' response to Defendants' no-evidence motion also included a counter motion under Texas Evidence Codes §§1002, 1003. That motion remains pending and is incorporated by reference, along with Carl Henry Brunsting's Motion for Partial Summary Judgment, as if fully restated herein.

The problem of the mysterious QBD would be resolved by the party claiming the existence of the QBD simply certifying the archetype of the instrument before the Court with a declaration as to the chain of custody. However, if Defendants could do that why would they not have certified trust instruments to the US Treasury to cause the reissue of the EE Bonds?

The eight Bates stamped copies (Exhibit 10) of the three 8/25/2010 QBD signature page versions connect all three Defendants with Candace Freed and that is no coincidence either. The fact that Nelva herself said in her own hand that it was not true (Exhibit 13) does not seem to affect Defendants' position of "we say Nelva instructed"²². Even if Defendants could produce the original and explain away the divergent copies of the original, it remains utterly worthless, collapsing under the weight of its own improprieties.

²² Exhibits 22 & 23

Amy and Anita's answers to Curtis' interrogatories²³ claim the trust instruments speak plainly for themselves, but nowhere does one find Nelva's alleged power to "supersede" the irrevocable trusts, or the "Nelva instructed" provisions.

Anita Brunsting was removed as a successor trustee by both Elmer and Nelva Brunsting with the 2005 Restatement (Exhibit 7), and Amy Brunsting was removed as a successor co-trustee by both Elmer and Nelva Brunsting with the 2007 Amendment.

All three of Anita Brunsting's claims of returning to successor trustee status are colorable and none more colorable than the December 21, 2010 resignation and appointment documents, whereby Anita claims to have become trustee over all of the family trusts.

Nelva, individually, held no power to remove the trustees for the Decedent's or Family trusts and, thus, neither Anita nor Amy Brunsting ever returned to the status of a trustee after their removal by both Elmer and Nelva acting jointly.

In her own words Anita admits to browbeating Nelva and withholding trust information. Anita imposed her own will as if she were the new Founder, reminding Nelva Brunsting that she was no longer trustee and no longer had access to the trust. (Exhibit 5-e)

XI.

Prayers for Relief

For the reasons presented and supported by competent evidence within the record, Plaintiff prays that her several motions for partial summary judgment be granted, that Plaintiffs' petitions for declaratory judgment be answered, and that Plaintiff and the several trusts receive all other general, special, legal and equitable relief to which Plaintiff and the trusts may be entitled.

Plaintiff asks the Court for findings of fact and conclusions of law, order and ruling, that Defendants Amy and Anita Brunsting are de son tort Trustees liable for breaches of fiduciary obligations occurring after the demise of Nelva Brunsting including but not limited to those specifically enumerated herein:

1. Failure to Distribute Assets to Trust Shares or Fund Personal Asset Trusts or otherwise distribute the trust property interests amongst the beneficiaries (abuse of discretion)
2. Failure to account for known trust assets, to wit U.S. Treasury EE Bonds
3. Failure to render full, true, complete, and timely accounting

²³ (Exhibits 22, 23)

4. Breach of the ongoing duty of full disclosure

Plaintiff further asks the Court for findings of fact and conclusions of law along with declaratory judgment that:

1. The July 1, 2008 appointment of successor trustees is invalid;
2. The August 25, 2010 appointment of successor co-trustees is invalid as to the Family and Decedent's irrevocable trusts;
3. The December 21, 2010 resignation and appointment of successor trustees instruments are invalid as to the Family and Decedent's irrevocable trusts;
4. The 2005 restatement as amended in 2007 is the current law of the trust;
5. Plaintiffs Carl Brunsting and Candace Curtis are the de jure trustees for the Family and Decedent's irrevocable trusts; and
6. If Defendants cannot Verify original appointment instruments before the Court, Plaintiff asks for a declaration that Carl Brunsting and Candace Curtis be declared the de jure trustees for the Nelva E. Brunsting Survivor's Trust as well;
7. Defendants Amy and Anita Brunsting be compelled to specific performance in that they be ordered to verify the original trust instruments before the Court and submit certified copies to the United States Treasury for the reissue of U.S. Treasury EE Bonds;
8. Plaintiff asks that Defendants Amy and Anita Brunsting be removed from acting as trustees for the Family, Decedent's and Survivor's trusts, as appropriate;
9. Plaintiff asks that Carl Brunsting and Candace Curtis be declared de jure trustees as appropriate;
10. Plaintiff asks that Amy and Anita Brunsting be ordered to surrender all original trust documents, records of accounts, receipts and all other trust assets to de jure trustees Candace Curtis and Carl Brunsting forthwith; and
11. Plaintiff asks that Defendants are ordered to pay all costs for these motions and hearings and to award Plaintiff all other general, special, legal and equitable relief to which Plaintiff and/or the trusts may be entitled.

Plaintiff so moves this Honorable Court.

Respectfully submitted,

By: /s/ Candace L. Curtis

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

CALIFORNIA JURAT ATTACHED

NO. 412,249-401

CANDACE LOUISE CURTIS

Plaintiff,

V.

ANITA KAY BRUNSTING, ET AL

Defendants.

§
§
§
§
§
§
§
§
§

IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

CANDACE LOUISE CURTIS' VERIFICATION

TO THE HONORABLE PROBATE COURT AND TO ALL PARTIES:

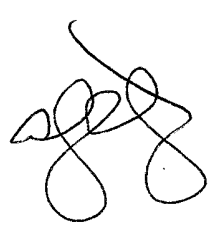
Candace Louise Curtis is a competent fact witness beyond the age of majority having personal knowledge of the matters before the Court and does bear witness under penalty of perjury by the attached California Jurat, and does solemnly swear that the facts presented in Plaintiff Curtis' Motion for Partial Summary Judgment and Concurrent Petitions for Declaratory Judgment are true and correct representations of the record before the Court and that the law presented to the Court in the Memorandum of Points and Authorities in Support of Plaintiff Curtis' Motion for Partial Summary Judgment with Concurrent Petitions for Declaratory Judgment represent the current condition of the relevant law.

Respectfully submitted,

By: /s/ Candace L. Curtis

1/25/2016

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



JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

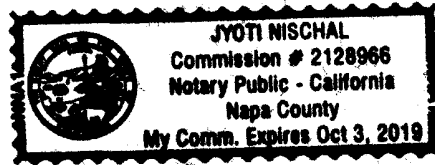
County of NAPA

Subscribed and sworn to (or affirmed) before me on this 25 day of JAN

2016 by CANDACE LOUISE CURTIS

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jyoti Nischal
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Signature Verification
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 01/25/2016

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 26th day of January 2016, to the following via email:

Attorneys for Anita Kay Brunsting

Bradley E. Featherston
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
brad@meddellawfirm.com

Attorneys for Amy Ruth Brunsting:

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

Attorneys for Drina Brunsting as attorney-in-fact for Carl Henry Brunsting:

Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098
bayless@baylessstokes.com

Attorneys for Carole Ann Brunsting

Darlene Payne Smith
Crain, Caton & James
Five Houston Center
1401 McKinney, 17th Floor
Houston, Texas 77010
dsmith@craincaton.com

/s/ Candace L. Curtis
CANDACE L. CURTIS

MEMORANDUM OF POINTS AND AUTHORITIES

History of the Suits

1. Applicant Curtis brought the first suit filed in any court in the USDC Houston against Amy and Anita Brunsting on February 27, 2012¹
2. Bernard Mathews² filed a motion along with an affidavit sworn to under penalty of perjury by Amy Brunsting on March 6, 2012, causing the federal suit to be dismissed in error sua sponte on March 8, 2012 under the probate exception to federal diversity jurisdiction.
3. March 9, 2012 Carl Brunsting on behalf of the estate of Nelva Brunsting, filed a petition to take depositions before suit in the Harris County District Court.
4. April 2, 2012 Vacek and Freed filed the Will of Elmer Brunsting [#412248] and a purported Will for Nelva Brunsting [#412249] with the Harris County Clerk.
5. April 5, 2012 Curtis received accounting spreadsheets A-J from Bernard Mathews.
6. August 15, 2012 Bobbie Bayless filed an application to probate will and issue letters testamentary to Carl Brunsting into Harris County Probate Court No. 4.
7. August 25, 2012 the record in Curtis' appeal was complete and before the Fifth Circuit Court of Appeals for consideration.
8. On August 28, 2012 the Harris County Probate Court issued letters testamentary naming Carl Henry Brunsting independent executor.
9. January 9, 2013 the Fifth Circuit Court of Appeals issued their opinion in answer to Curtis pro se appeal with order for reverse and remand. Curtis v. Brunsting et al. 710 F.3d 406.
10. January 29, 2013 Bobbie Bayless filed suit against Vacek & Freed for malpractice on behalf of the estate of Nelva Brunsting in the Harris County District Court.
11. On April 9, 2013 Judge Kenneth Hoyt of the United States District Court found that Curtis had met all four federal criteria and issued an injunction. Curtis was also handed a CD containing Bates stamped fiduciary disclosures that she had been demanding since her December 2011 and January 2012 demand letters. The Court subsequently appointed a Special Master to obtain a partial accounting.
12. Also on April 9, 2013 Bobbie Bayless filed Carl Brunsting's Petition for Declaratory Judgment, For an Accounting, For Damages, For Imposition of a Constructive Trust, And for Injunctive Relief, Together With Request For Disclosures before this court naming

¹ Plaintiff's federal court record was filed with the Harris County Probate Court February 9, 2015, PBT-2015-47608

² Offices of Vacek & Freed

Amy, Anita and Carole Ann Brunsting defendants. Bayless also named federal Plaintiff Curtis a Nominal Defendant.

13. July 31, 2013 the Special Master appointed by the federal Court issued his report. (there was a subsequent hearing)
14. On July 22, 2014 an order granting PLAINTIFF'S MOTION to remand to the Probate court, pursuant to a stipulation between the parties, was approved and signed by United States District Court Judge Kenneth Hoyt.
15. Curtis' federal court complaint³ was made a part of the Probate Court record on February 9, 2015. The case was assigned ancillary number 412249-402 and then consolidated with the suit brought by Carl Brunsting No. 412249-401.

Texas Courts recognize that courts may grant relief in an equitable proceeding for breach of fiduciary duty. The elements of breach of fiduciary duty are:

- a. the existence of a fiduciary duty, b. the failure of the trustee to perform it, c. and proof that the breach of fiduciary duty caused the plaintiff a loss. Bogert on Trusts § 871*

The Governing Law

There are three main sources of rules governing the powers and duties of trustees:

1. the terms of the trust instrument
2. the Texas Trust Code and
3. the Texas common law

Anita and Amy appear to have exercised the powers while performing none of the fiduciary duties bound to that office.

Terms of the Trust

In the case in point it is clear from the terms of the 2005 Restatement as amended in 2007, that the acts occurring after Elmer's June 2008 certification of incompetence are invalid, as the family trust was an A/B trust agreement that could not be changed by Nelva alone⁴. The amendments attempted after Elmer's death April 1, 2009 are equally invalid, as to the family and decedent irrevocable trusts, for the same reason.

³ Total filing 601 pages document PBT-2015-47608

⁴ 2005 Restatement Article IV Section D



The terms of the 2005 Restatement prevented changes to the family trust at the death or incapacity of either founder (Exhibit 7 Article III). Article VII of the 2005 Restatement created the irrevocable decedents trust from the terms of the irrevocable family trust and no changes could be made to either except by a court of competent jurisdiction.

The last A/B instrument signed by both Elmer and Nelva Brunsting was the 2007 Amendment that 1) removed Amy as a successor co-trustee, 2) elevated Candace Curtis from alternate to successor co-trustee with Carl and, 3) implemented Frost Bank as an alternate. There was no substantive change in the 2007 Amendment so it should be obvious what that amendment was intended to accomplish. The economic devastation visited upon the family trusts since the improper disruption of this plan more than speaks for itself.⁵

The terms of the trust require the trustees to establish and maintain proper books and records of accounts⁶. The Report of the Special Master⁷ at a cost of more than \$50,000 shows they did no such thing.

The terms of the trust⁸ (Article X) and the federal injunction require the trustees to distribute the assets. The 2005 restatement says the assets are to be divided amongst five trust shares and the 8/25/2010 QBD says to distribute the assets to five personal asset trusts. Defendants have done neither and continue to blame the litigation and the federal injunction for doing nothing of a fiduciary nature.

Even after being told by a federal judge that trust information belongs to all of the beneficiaries⁹ and not to just Amy and Anita, the Defendants continue to object to disclosure as exceeding the scope of discovery when requests for fiduciary disclosures have no limits other than what is “reasonable”.

The Terms of the Trust require Semi-annual Accountings

Section E of Article XII at page 12-10 of the trust¹⁰ (Exhibit 7) requires trustees to setup and 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 and to account to the beneficiaries semi-annually.

⁵ See Exhibits 2, 3 & 16

⁶ Exhibit 7 Restatement section XII E trust page12-10; pdf page 70

⁷ Exhibit 16 Notice of filing Report of Special Master

⁸ Exhibit 7 Restatement

⁹ Exhibit 15 - Transcript of Injunction Hearing April 9, 2013

¹⁰ USCA5 p. 258 also Bates document P386

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.

Texas Trust Code

Texas has adopted the Texas Trust Code. See TEX. PROP. CODE ANN. § 101.001 et seq (Vernon 2007)(hereafter the “TEX. TRUST CODE”). The Texas Trust Code applies to all trusts governed by Texas law unless the trust indicates a clear intent to provide otherwise. Therefore, unless the terms of a trust validly provide otherwise, the provisions of the Texas Trust Code govern: 1) The duties and powers of a trustee; 2) Relations among trustees; and 3) The rights and interests of a beneficiary. (Emphasis added)

Sec. 111.0035. DEFAULT AND MANDATORY RULES; CONFLICT BETWEEN TERMS AND STATUTE.

(a) Except as provided by the terms of a trust and Subsection (b), this subtitle governs:

- (1) the duties and powers of a trustee;*
- (2) relations among trustees; and*
- (3) the rights and interests of a beneficiary.*

(b) The terms of a trust prevail over any provision of this subtitle, except that the terms of a trust may not limit:

- (1) the requirements imposed under Section 112.031;*
- (2) the applicability of Section 114.007 to an exculpation term of a trust;*
- (3) the periods of limitation for commencing a judicial proceeding regarding a trust;*
- (4) a trustee's duty:*
 - (A) with regard to an irrevocable trust, to respond to a demand for accounting made under Section 113.151 if the demand is from a beneficiary who, at the time of the demand:*

- (i) is entitled or permitted to receive distributions from the trust; or*
- (ii) would receive a distribution from the trust if the trust terminated at the time of the demand; and*
- (B) to act in good faith and in accordance with the purposes of the trust; or*
- (5) the power of a court, in the interest of justice, to take action or exercise jurisdiction, including the power to:***
 - (A) modify or terminate a trust or take other action under Section 112.054;*
 - (B) remove a trustee under Section 113.082;*
 - (C) exercise jurisdiction under Section 115.001;***
 - (D) require, dispense with, modify, or terminate a trustee's bond; or*
 - (E) adjust or deny a trustee's compensation if the trustee commits a breach of trust.*
- (c) The terms of a trust may not limit any common-law duty to keep a beneficiary of an irrevocable trust who is 25 years of age or older informed at any time during which the beneficiary:***
 - (1) is entitled or permitted to receive distributions from the trust; or*
 - (2) would receive a distribution from the trust if the trust were terminated.*

Statutory Duty to Account

Texas Property Code Sec. 113.151 requires the trustee to render an accounting to all beneficiaries of the trust within 90 days of the trustee's receipt of the demand and authorizes the beneficiary to bring a legal action to compel the trustees to account.

Statutory Duty of Loyalty

Section 117.007 of the Texas Trust Code provides that a "trustee shall invest and manage the trust assets solely in the interest of the beneficiaries."

Statutory Duty of Impartiality

Section 117.008 expressly requires a trustee to act impartially in investing and managing trust assets if the trust has two or more beneficiaries, taking into account any differing interests of the beneficiaries. See also SCOTT and the RESTATEMENT, Section 183.

Statutory Duty of Competence

The Trustee has an affirmative duty to administer the trust. TEX. PROP. CODE §§ 113.006 and 113.051. Tex. Trust Code Ann. §113.152 outlines the contents of a trust Accounting

Sec. 113.152. CONTENTS OF ACCOUNTING. A written statement of accounts shall show:

- (1) all trust property that has come to the trustee's knowledge or into the trustee's possession and that has not been previously listed or inventoried as property of the trust;*
- (2) a complete account of receipts, disbursements, and other transactions regarding the trust property for the period covered by the account, including their source and nature, with receipts of principal and income shown separately;*

- (3) *a listing of all property being administered, with an adequate description of each asset;*
- (4) *the cash balance on hand and the name and location of the depository where the balance is kept; and*
- (5) *all known liabilities owed by the trust.*

An accounting demand is often the first step in litigation against the trustee. In addition to the accounting, a beneficiary is also entitled to inspect the books and records of the trustee. This informal discovery is often invaluable to a beneficiary seeking information about his or her trust.

Statutory Duty to Reasonably Exercise Discretion

A trustee must exercise a discretionary power “reasonably.” See *Sassen v. Tanglegrove Townhouse Condo. Assoc.*, 877 S.W.2d 489 (Tex. App.–Texarkana 1994, writ denied). Effective January 1, 2004, Texas enacted the Uniform Principal and Income Act of 1997. Former Trust Code §§113.101 through 113.111 have been repealed.

The Uniform Principal and Income Act is contained in Chapter 116 of the Texas Property Code. In exercising a discretionary power of administration regarding a matter covered by the Uniform Principal and Income Act, “a fiduciary shall administer a trust or estate impartially, based on what is fair and reasonable to all of the beneficiaries, except to the extent that the terms of the trust or the will clearly manifest an intention that the fiduciary shall or may favor one or more of the beneficiaries. A determination in accordance with this chapter is presumed to be fair and reasonable to all of the beneficiaries.” TEX. PROP.CODE §116.004(b).

Statutory Duty to Comply With Prudent Investor Rule

Effective January 1, 2004, the Texas Trust Code has adopted the “prudent investor” rule. Texas Trust Code §117.003 provides that a trustee owes a duty to the beneficiaries of the trust to comply with the prudent investor rule, unless altered by the provisions of the trust. The standard of care for the prudent investor is stated in Texas Trust Code §117.004 as follows:

A trustee shall invest and manage trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust. In satisfying this standard, the trustee shall exercise reasonable care, skill, and caution.

Statutory Duties at Inception of Trusteeship

Within a reasonable time after receiving trust assets, a trustee shall review the trust assets and implement decisions concerning the retention and disposition of assets, in order to bring the trust portfolio into compliance with the purposes, terms, distribution requirements and other circumstances of the trust, and the Texas Trust Code. TEX. PROP. CODE §117.006.

The powers and duties of a trustee are also governed by common law to the extent the trust instrument does not validly provide otherwise, and the common law is not inconsistent with the provisions of the Texas Trust Code. See Tex. Trust Code §111.005.

Texas Statute provides for an accounting

Texas Property Code §113.151 provides a statutory means of enforcing the right of a cestui que to demand an accounting and §113.152 details the content of such an accounting.

Texas Common Law

Duty of Loyalty

The duty of loyalty is the hallmark of a fiduciary relationship. The trustee must at all times place the interests of the beneficiary above his own. Slay v. Burnett Trust, 187 S.W.2d 377 (Tex. 1945). The trustee is not permitted to "place himself in a position where it would be for his own benefit to violate his duty to the beneficiaries." (Section 170, FRATCHER, SCOTT ON TRUSTS (Fourth Ed. 1989) ("SCOTT"). See also Section 170 of the RESTATEMENT (SECOND) OF TRUSTS, (the "RESTATEMENT"). A trustee who utilizes or takes trust property for his own benefit is considered to be "self-dealing." Any self-dealing by a fiduciary will give rise to a "presumption of unfairness," and the burden of proving the fairness of the transaction is placed on the fiduciary. Texas Bank and Trust Co. v. Moore, 595 S.W.2d 502 (Tex. 1980); Pace v. McEwen, 574 S.W.2d 792 (Tex. Civ. App.– San Antonio 1978, writ ref'd n.r.e.); Jochev v. Clayburne, 863 S.W.2d 516 (Tex. App.–Austin 1993, writ denied).

Duty to Exercise Reasonable Care and Skill For matters other than investments

"a trustee is under a duty in administering the trust to exercise such care and skill as a man of ordinary prudence would exercise in dealing with his own property." See SCOTT, Section 174. See also the RESTATEMENT, Section 174.f.

Duty to Take and Retain Control of Trust Property

"The trustee is under a duty to take all reasonable steps to obtain and control the trust property." See SCOTT and the RESTATEMENT, Section 175.

Duty to Preserve Trust Property

“A trustee must use the same care and skill that a person of ordinary prudence would use to preserve trust property.” See SCOTT and the RESTATEMENT, Section 176.

A trustee owes a fiduciary duty to preserve and protect the assets of the trust. RESTATEMENT (SECOND) OF TRUSTS §176 (“RESTATEMENT”); BOGERT §582; SCOTT ON TRUSTS §176 (“SCOTT”); Bandy v. First State Bank, 835 S.W.2d 609, 623 (Tex. 1992); Byrd v. Woodruff, 891 S.W.2d 689, 706 (Tex. App. – Dallas 1994, writ denied); Bruce v. Republic Nat’l Bank & Trust Co., 74 S.W.2d 461 (Tex. Civ. App. – El Paso 1934), aff’d, 105 S.W.2d 882 (Tex. 1937)

Duty of Competence

The fundamental duties of a trustee include the use of the skill and prudence which an ordinary, capable and careful person would use in the conduct of his own affairs. *Interfirst Bank Dallas, N.A. v. Risser*, 739 S.W.2d 882, 888 (Tex. App. – Texarkana 1987, no writ). The duty of competence encompasses many “sub-duties,” some of which are described below.

Duty to Account

A trustee is under a duty to the beneficiaries of a trust to keep full accounts of the trust estate that are clear and accurate. Section 172 of SCOTT and the RESTATEMENT. A beneficiary may demand a written statement of accounts covering the trust's transactions. TEX. PROP. CODE §113.151

A trustee is under a strict fiduciary duty to keep and render a complete and accurate record

A trustee is a person who has broad discretion with very little oversight over someone else’s assets. Practically the only time a beneficiary can review what the trustee has done and have an opportunity to challenge those actions is when the trustee provides an accounting to the beneficiary. As such, one of the many duties a trustee has is the duty to inform and account. This fiduciary duty is critically important to ensure that the trustee is properly discharging his or her fiduciary duties in managing the affairs of the trust.¹¹

A Trustee Has a Common Law Duty to Inform and To Account

The duty to account is so fundamental to the law of trusts that this duty cannot be diminished by the trust itself. The law of trusts has always imposed a duty on the trustee to keep the beneficiary informed as to the administration of the trust and to account to the beneficiary for all actions taken by the trustee.

¹¹ The fidelity with which a fiduciary exercises his or her duties can only be measured in rendering an accounting: Loyalty, reasonable care and skill, competence, preservation of trust property, prudent investor rule, etc.

Without a proper accounting disclosing how the trustee has handled the trust affairs, there is little chance of a trustee being held accountable and therefore, the trustee's duties could be breached at will without any means of redress.

The trustee holds the trust property for the benefit of the beneficiary. The beneficiary is the cestui que trust and therefore has standing to seek an accounting. It is only from that accounting that a beneficiary can enforce the terms of the trust and hold the trustee accountable.

Duty of full disclosure (Emphasis added)

A fiduciary has an affirmative duty to make a full and accurate disclosure of all material facts. Montgomery v. Kennedy, 669 S.W. 2d 309 (Tex. 1984), Kinszbach Tool Co. Inc. v. Corbett-Wallace Corp., 160 S.W.2d 509 (Tex. 1942). The rationale for this rule is described by William E. Fratcher, Scott On Trusts, §173 (Fourth Edition): The trustee is under a duty to the beneficiaries to give them on their request at reasonable times complete and accurate information as to the administration of the trust. The beneficiaries are entitled to know what the trust property is and how the trustee has dealt with it. They are entitled to examine the trust property and the accounts and vouchers and other documents relating to the trust and its administration. Where a trustee is created for several beneficiaries, each of them is entitled to information as to the trust. Where the trust is created in favor of successive beneficiaries, a beneficiary who has a future interest under the trust, as well as a beneficiary who is presently entitled to receive income, is entitled to such information, whether his interest is vested or contingent.

A trustee has a fiduciary duty, upon demand by the beneficiary, to furnish the beneficiaries with a formal trust accounting; to inform a beneficiary of the nature and amount of the trust property, the trustee's management actions, and the intent of the trustee regarding the future administration of the trust estate; and to allow the beneficiary to inspect the books and records of the trust. Shannon v. First National Bank, 533 S.W.2d 389 (Tex. Civ. App. 1976, writ ref'd, n.r.e.); and Section 173 of SCOTT and the RESTATEMENT.

The fiduciary duty of full disclosure operates before and after litigation has been filed and is in addition to any obligations of disclosure imposed by the "discovery" provisions of the Texas Rules of Civil Procedure. Huie v. DeShazo, 922 S.W.2d 920 (Tex. 1996); In re Peterson, 2004 WL 88872 (Tex. App. – Amarillo). For a detailed discussion of a trustee's duty of disclosure, see IKARD, DISCLOSURE BY A FIDUCIARY/TRUSTEE OUTSIDE FORMAL DISCOVERY: NON-TRADITIONAL RULES AND ALTERNATIVE METHODS, 1999 Advanced Estate Planning and Probate Course.

Trustee de son tort

Lewin on Trusts says at 42-74:

If a person by mistake or otherwise assumes the character of trustee when it does not really belong to him, he becomes a trustee de son tort and he may be called to account by the beneficiaries for the money he has received under the colour of the trust. A trustee de son tort closely resembles an express trustee. The principle is that a person who assumes an office ought not to be in a better position than if he were what he pretends; he is accountable as if he had the authority which he has assumed. While it is essential, if a person is to become a trustee de son tort, that he consciously takes the office of trustee, it does not matter whether he knows all the trusts or the extent of his powers.

Thomas and Hudson's *The Law on Trust* says at para 30.03:

... trustees de son tort are not expressly declared by the settlor to be trustees but rather are deemed to be constructive trustees by operation of law, due to their meddling with trust affairs, they are therefore constructive trustees.

Power of Courts to Render Judgment

Texas Civil Practice and Remedies Code - Uniform Declaratory Judgment Act

Sec. 37.003. POWER OF COURTS TO RENDER JUDGMENT;

FORM AND EFFECT. (a) A court of record within its jurisdiction has power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. An action or proceeding is not open to objection on the ground that a declaratory judgment or decree is prayed for.

(b) The declaration may be either affirmative or negative in form and effect, and the declaration has the force and effect of a final judgment or decree.

(c) The enumerations in Sections 37.004 and 37.005 do not limit or restrict the exercise of the general powers conferred in this section in any proceeding in which declaratory relief is sought and a judgment or decree will terminate the controversy or remove an uncertainty.

Acts 1985, 69th Leg., ch. 959, Sec. 1, eff. Sept. 1, 1985.

Respectfully submitted,

By: /s/ Candace L. Curtis
CANDACE L. CURTIS
218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net

CALIFORNIA JURAT ATTACHED

Exhibit 1

Affidavit filed in the federal court by Defendant Amy Brunsting March 6, 2012

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

CANDACE LOUISE CURTIS

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. H-12-CV-592

vs.

ANITA KAY BRUNSTING, and
AMY RUTH BRUNSTING

AFFIDAVIT IN SUPPORT OF REMOVAL OF LIS PENDENS

STATE OF TEXAS §
COUNTY OF COMAL §

Before me, the undersigned authority, appeared Amy Ruth Brunsting who after being duly sworn by me did state:

1. My name is Amy Ruth Brunsting. I am over 18 years of age, competent to make this affidavit, and have personal knowledge of the facts stated herein.

2. This case involves the allegations of my sister, Candace Louise Curtis, who is disgruntled with the amount of information and accounting I and my sister have provided to her while acting in our capacity as Co-Successor Trustees of the Brunsting Family Living Trust.

3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.

4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.

5. As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston. We therefore have prepared and offered the house for sale. None of the heirs

have objected to this plan, including Candace. Our authority to sell is contained in Article IX, Section C of the Brunsting Family Living Trust. The specific provision regarding real estate appears on page 9-5 of the document under the heading of "Real Estate" and this section can be viewed in the copy of the trust supplied by Candace as an exhibit to her Complaint.

6. We first obtained an appraisal of the property. This is attached hereto as Exhibit "A". This appraisal, dated in January of this year, placed the fair market value of the property at \$410,000. We listed the property for \$469,000 and were fortunate enough to attract a buyer, Brett C. McCarroll, who offered \$469,000. The contract for this sale is attached as Exhibit "B". Although originally scheduled to close in February, the closing has been moved to this Friday, March 9.

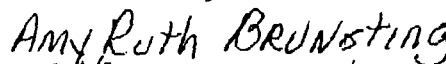
7. As further evidence of the fair value of the proposed sale, I attach the Harris County Appraisal District tax appraisal, showing the taxable value of the property to be approximately \$270,000.


8. We have attempted to provide Candace with enough information to evaluate her position in the trust administration, and have sent her preliminary spreadsheets with a listing of assets and liabilities, as best we have been able to determine in the short time since our mother's death on November 11, 2011. She is not satisfied with the information we have provided and has stated her objective of tying up the administration of the estate until she gets a response that satisfies her. She is the only one of the five heirs who has taken this position, and as can be gleaned from her lengthy, and mostly inaccurate unsworn statement, filed with the complaint, relates to her animosity towards the two of us in the manner we attempted to aid our mother in the final months of her life.

9. If this sale is not consummated on the scheduled closing date, we have no assurance that the buyer will await the resolution of Candace's complaints and the sale will, in all likelihood, be lost. This will result in further expense to the trust estate for maintenance and upkeep to the property without any appreciation in the value. The house was originally shown for sale fully furnished. It is now empty. It's "buyer appeal" has been diminished and this could also jeopardize future sale prospects if this sale is lost.

10. The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the lis pendens so the sale can be consummated, for the benefit of all of the heirs.


AMY RUTH BRUNSTING



Sworn to and signed before me by  on this 6th day of March, 2012.

Teresa Simmons
Notary Public in and for the State of Texas



Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

Exhibit 2

April 5, 2012 spreadsheets A-J

ELMER BRUNSTING DECEDENT'S TRUST ASSET LIST				
OWNER	ASSET CATEGORY	DEC 2010 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS
	REAL PROPERTY			
	141 Acres, Iowa, Sioux County, (valued at estimated \$10,000/acre per Rich Ridders)	\$ 1,410,000.00	\$ 2,157,300.00	appraised value as of 2/7/2012, \$15,300/acre
	SUBTOTAL	\$ 1,410,000.00	\$ 2,157,300.00	
	INVESTMENT ACCOUNTS			
	Edward Jones Acct: #653-13579;	\$ 267,302.58	\$ 250,048.26	as of 2/24/2012
	SUBTOTAL	\$ 267,302.58	\$ 250,048.26	
	DRIP ACCOUNTS			
	Chevron Acct# 125175509293; 595.4547 shares @ \$106.78/share; tranferred to Anita Brunsting Trustee, 3/25/11	\$ 63,582.65	\$64,698.63	614.1303 Shares @ \$ 105.35/share; value as of 3/22/2012
	Chevron Acct#: ELMERH--BRDT--0100; 612 shares @ 106.78/share, 3/25/11; never transferred to Anita Brunsting as Trustee, remained as Nelva Brunsting Trustee	\$ 65,349.36	\$ 64,474.20	612 Shares @ \$105.35/share; value as of 3/22/2012
	ExxonMobil Acct#C0009467769, Shares 1908 @ \$82.73/share; value as of 3/24/11 when transferred to Anita Brunsting Trustee.	157,848.84	\$ 50,394.52	583 Shares @ \$86.44/share; value as of 3/16/2012
	SUBTOTAL	\$ 286,780.85	\$179,567.35	
	CASH ACCOUNTS			
	Bank of America Ckg acct#586027563536	\$ -	\$ 41,667.77	Established after mother's death. Includes deposit from farm rent profit bonus at end of 2011 of \$13,902.51 and first half of 2012 rent of \$26,437.50
	NOTES RECEIVABLE			

Schedule A

	\$20,000 note from Candy Curtis dated 6/15/2010	\$ (20,000.00)	\$ (20,000.00)	
	SUBTOTAL	\$ -	\$ (20,000.00)	
	MISCELLANEOUS			
	Rental income from Iowa farm - mom deposited check in her personal checking acct as beneficiary of decedent's trust	\$ (15,510.00)	\$ 13,902.51	Bonus from profit on 2011 crops - deposited into decedent's trust checking acct 1/11/12
			\$ 26,437.50	First half of 2012 rent - deposited into decedent's trust checking acct 3/5/12
	TOTAL	\$ 1,964,083.43	\$2,586,915.61	

NELVA BRUNSTING SURVIVOR'S TRUST ASSET LIST				
OWNER	ASSET CATEGORY	DEC 2010 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS
	REAL PROPERTY			
	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (value on tax role)	\$ 270,000.00	\$ -	House Sold- CLOSING DATE 3/12/11
	SUBTOTAL	\$ 270,000.00	\$ -	
	INVESTMENT ACCOUNTS			
	Edward Jones Acct: #653-13555-1-6	\$ 191,205.00	\$ 1.05	
	SUBTOTAL	\$ 191,205.00	\$ 1.05	
	DRIP ACCOUNTS			
	Chevron Acct# 124921356678; 706.0888 shares @ \$106.78/share; transferred to Anita Brunsting Trustee, 3/25/11	\$ 75,396.16	\$ 19,012.88	172.4055 Shares @ \$ 110.28/share; value as of 3/16/2012
	Deere & Co. Acct#806578316055 - as of 2/1/2011; 9.5807 shares @ \$92.96/share; never transferred to my name as trustee	\$ 890.62	\$ 719.40	9.7125 Shares @ \$74.07/share; value as of 11/2/2011
	ExxonMobil Acct#C0009467777, Shares 2101.968469 @ \$82.73/share; value as of 3/24/11 when transferred to Anita Brunsting Trustee.	173,895.85	\$ 72,256.12	835.910671 Shares @ \$86.44/share; value as of 3/16/2012
	MetLife Acct#124921356678, Share 95.00 @ \$45.05/share	\$ 4,279.75	\$ 3,685.05	95.00 Shares @ \$38.79/share, value as of 3/19/2012
	SUBTOTAL	\$ 254,462.38	\$ 95,673.45	
	CASH ACCOUNTS			
	Bank of America Ckg acct#586027563523	\$ -	\$ 446,235.69	Established after mother's death. Includes deposit from proceeds of sale of house: \$433,129.32
	Bank of America Ckg acct#0085190001143	\$ 5,215.37	\$ 1,471.75	
	Blue Bonnet Credit Union Sav? Acct#13332	\$ 10.91	\$ 10.91	
	Bank of America Ckg acct#586021229546 (joint acct w/ Carole set up to pay bills for and by Nelva Brunsting, value at start date 12/31/10)	\$ 25.00	\$ -	

Schedule B

NELVA BRUNSTING SURVIVOR'S TRUST ASSET LIST

OWNER	ASSET CATEGORY	DEC 2010 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS
	SUBTOTAL	\$ 5,251.28	\$ 1,482.66	
	NOTES RECEIVABLE			
	Anita Brunsting, 160 Exxon Shares already removed from total shares above	\$ -	\$ 13,830.40	160 Shares @ \$86.44/share, value as of 3/16/2012
	Anita Brunsting, 135 Chevron Shares already removed from total shares above	\$ -	\$ 14,887.80	135 Shares @ \$110.28/share, value as of 3/16/2012
	SUBTOTAL	\$ -	\$ 28,718.20	
	MISCELLANEOUS			
	Household and Personal Goods	\$ 5,000.00	\$ -	
	Jewelry	\$ 853.00	\$ 853.00	
	Coins	\$ 690.00	\$ 690.00	
	2002 Buick LeSabre, VIN# 1G4HR54K3YU229418	\$ 5,500.00	\$ 5,500.00	title never transferred to trust
	SUBTOTAL	\$ 12,043.00	\$ 7,043.00	
	IRA/401K			
	Edward Jones, Acct# 609-91956-1-9, as of 1/1/2011	\$ 54,367.51	\$ 199.20	
	TOTAL	\$ 787,329.17	\$ 133,117.56	

BRUNSTING FAMILY IRREV TRUST - LIFE INSURANCE				
OWNER	ASSET CATEGORY	DEC 2011 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS
	CASH ACCOUNTS			
	Bank of America Acct#008519206643 - life insurance premium drawn from this acct.; as of 12/6/2011	\$ 970.96	\$ -	acct closed; remaining balance of \$142.85 deposited into Survivor's Trust Checking on 3/8/3012
	Lincoln Financial Group	\$ -	\$ -	-balance 1/17/12;\$250440.00 payout to each beneficiary of \$50,088; additional interest paid 1/31/12; \$154.40; remaining balance of \$166.86 sent by check to Anita Brunsting Trustee in March 2012; deposited into Survivor's Trust Checking on 3/13/2012

FINAL		NELVA BRUNSTING SURVIVOR'S TRUST (ST) ASSET LIST		3/30/12
OWNER on 11/11/2011	ASSET CATEGORY			11/11/11 VALUES unless indicated otherwise
	REAL PROPERTY			
ST (Survivor's Trust)	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (Value at right is what it went on the market for) Appraised value was \$410,000.00; actual sale price is fair market value; (Value net after sale: \$433,129.32)		✓	\$ 469,000.00
	SUBTOTAL	\$		469,000.00
	INVESTMENT ACCOUNTS			
ST	Edward Jones Acct #653-13555-1-6			\$ 1.05
	SUBTOTAL	\$		1.05
	DRIP ACCOUNTS			
ST	Chevron Acct #124921356678 36.8438 Shares @\$107.0650/share value on date of death (basis)		✓	\$ 3,944.68
LT (ST)	Deere & Co. Acct#806578316055 (Value at right reflects value on W's date of death) Basis: \$75.35/share with 9.7125 shares owned as of 8/1/2011 Reinvested shares		✓	\$ 731.84
ST	ExxonMobil Acct #C0009467777; Shares 671.987460 @\$79.79/share on date of death and new basis)		✓	\$ 53,617.88
ST	MetLife Acct #124921356678 95.00 shares @33.01/share basis		✓	\$ 3,135.95

Key:

H - Husband
W - Wife
LT - Living Trust

SP - Separate Property
CP - Community Property
PRO - Probate

JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

Schedule D

	SUBTOTAL	\$ 61,430.35	
	CASH ACCOUNTS		
ST	Bank of America Ckg Acct #008519001143, accrued int of \$.00	✓	\$ 7,535.14
W	Blue Bonnet Credit Union Sav? Acct #13332, accrued int of \$.00 (as of 2/29/12 stmt); Note: Bluebonnet Acct #5805 was a credit card acct	✓	\$ 10.91
W or Carol ROS	Bank of America Acct# 586021229546 (account set up to pay bills for and by W); Value at right was closing value of the account	✓	\$ 1,479.67
	SUBTOTAL	\$ 9,025.72	
	MISCELLANEOUS		
ST	Household and Personal Goods	✓	\$ 5,000.00
ST	Jewelry including Gold Watch and other Miscellaneous pieces (see attached itemized list); per Co-Tee based on similar assets	✓	\$ 853.00
H & W JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418 (Value per Co-Trustee via email 11/27/2011)	✓	\$ 5,500.00
W (ST)	IRS - Overpayment of Taxes for Tax Year 2010	✓	\$ 6,215.87
ST	Miscellaneous Coins	✓	\$ 690.00
	SUBTOTAL	\$ 18,258.87	
	IRA/401K		
W	Edward Jones, Acct #609-91956-1-9, ? is bene (shows portfolio summary, value as of 12/31/2011)	✓	\$ 245.52
	SUBTOTAL	\$ 245.52	

Key: H - Husband
W - Wife
LT - Living Trust

SP - Separate Property
CP - Community Property
PRO - Probate

JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

GRAND TOTAL			\$ 557,961.51

ILIT IRREVOCABLE TRUST OWNING LIFE INSURANCE

	LIFE INSURANCE		
Brunsting IRREV Trust	\$250,000.00, ILIT, Policy #JP4432833, 5 kids are trust benes (claim has been made; actual payout as follows: \$250,440.00 (\$440 was death claim interest on the policy which is considered income to the trust earned after date of death)		\$ 250,000.00
Grand TOTAL IRREV TRUST ASSETS		\$ 250,000.00	

ELMER BRUNSTING DECEDENT'S TRUST (DT) ASSET LIST			3/30/12
OWNER	ASSET CATEGORY		11/11/11 VALUES of
	REAL PROPERTY		
DT (Decedent's Trust)	143+ Acres, Iowa, Sioux County, Iowa (valued at \$1,294,617.50 on H's Date of death); Value based on Appraisal at @\$15,300/acre	✓	\$ 2,190,000.00
	SUBTOTAL	\$ 2,190,000.00	
	INVESTMENT ACCOUNTS		
DT	Edward Jones Acct #653-13579 (Value as of W's DOD at right. Basis was set as of H's DOD); confirmed acct number through Doug Williams' office	✓	\$ 236,588.20
	SUBTOTAL	\$ 236,588.20	

Key: H - Husband 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

DRIP ACCOUNTS			
DT	Chevron Acct #125175509293 (Basis \$67.27/share was on H's Date of death); Value at right estimated as of W's Date of death 612.00 shares at \$107.0650/share.	✓	\$ 65,523.78
DT	Chevron Acct#125175509293 (Basis \$67.27/share was on H's Date of death); Value at right estimated as of W's Date of death 604.961 shares at \$107.0650/share	✓	\$ 64,770.15
DT	ExxonMobil Acct #C0009467769 (basis \$67.99/share basis on H's DOD) Value at right reflects estimated value on the date of W's date of death for 583 Shares (as of June 2011 and March 2012)	✓	\$ 46,517.57
	SUBTOTAL		\$ 176,811.50
MISCELLANEOUS			
DT	Rental income from Iowa farm -Normally rec'd payments 10/2011 (\$15,510.00/6 = \$2,585.00/mo) and next payment due 03/2012; Amount at right shown as liability (advance payment received but not yet earned as of date of W's passing)		\$ (10,340.00)
	SUBTOTAL		\$ (10,340.00)
GRAND TOTAL	DECEDENT'S TRUST ASSETS		\$ 2,593,059.70

ST(LT)W	TOTAL 11/11/2011	\$557,961.51
DT(H)	TOTAL 11/11/2011	\$2,593,059.70
ILIT	TOTAL VALUE LIFE INSURANCE TRUST (income \$440.00)	\$250,000.00
	TOTAL 11/11/2011 ASSETS	\$3,401,021.21

Key: H - Husband 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

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
Date	Num	Description	Memo	Category	Tag	Clr	Amount	
		BALANCE 12/22/2010					8,459.61	
12/23/2010	EFT	City Of Houston Bill Payment		Utilities:Water		c	-52.74	
12/23/2010	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00	
12/24/2010	6848	Randall's		Groceries		c	-60.51	
12/24/2010	6849	Amy Tschirhart	xmas	Gifts Given		c	-200.00	
12/27/2010	6845	Silvana		Hair		c	-25.00	
12/30/2010	6850	Void					0.00	
12/30/2010	6851	Tino	carl	Medical:In Home			-1,245.00	
12/30/2010	6852	Michael Brooks		Medical:In Home		c	-855.00	
12/30/2010		Check Order00099 DES:FEE ID:U016		Bank Charge		c	-27.00	
12/31/2010	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
12/31/2010	DEP	Deposit		Invest Inc		c	70.30	
12/31/2010	DEP	Benefits DES:PENSION ID:36301198		Income		c	594.41	
12/31/2010		Tx Tlr Cash Withdrawal From Chk				c	-25.00	
12/31/2010		Tx Tlr Transfer To Chk 9546 Bank				c	-25.00	
1/3/2011	6847	Medical Aids		Medical:Supplies		c	-32.48	
1/3/2011	DEP	Us Treasury 310 DES:SOC Sec ID:2		Income		c	1,780.00	
1/3/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-2,466.20	
1/4/2011	6853	Robert Cantu		Medical:In Home		c	-736.00	
1/5/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	10,000.00	
1/5/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	10,000.00	
1/5/2011	EFT	State Farm	PPD	Insurance		c	-299.93	
1/5/2011	EFT	Comcast		Utilities:Cable TV		c	-64.04	
1/6/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-2,500.00	
1/13/2011	EFT	Check Order00099 DES:FEE ID:U016		Misc:Check Order		c	-15.00	
1/19/2011	EFT	Amy Tschirhart		Gifts Given		c	-6,000.00	
1/20/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00	
1/20/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00	
1/21/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-80.94	
1/21/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-134.05	
1/25/2011	7001	United States Treasury		Tax:Fed		c	-2,840.00	
1/25/2011	7003	Vacek		Legal Fees		c	-880.15	
1/25/2011	7005	Entex		Utilities:Gas & Electric		c	-130.42	
1/26/2011	7004	Leo Vasquez Tax Assessor Collector		Tax:Property		c	-1,112.87	
1/27/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-3,500.00	

Schedule E

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
Date	Num	Description	Memo	Category	Tag	Clr	Amount	
1/27/2011	EFT	Comcast		Utilities:Cable TV		c	-59.77	
1/27/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-68.68	
1/31/2011	DEP	Benefits DES:PENSION ID:02700488		Income		c	600.71	
2/1/2011	7002	State Of Iowa Treasurer		Tax:State		c	-330.00	
2/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
2/2/2011	EFT	State Farm	PPD	Insurance		c	-299.93	
2/7/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-700.00	
2/8/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	340.83	
2/9/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	25,000.00	
2/10/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-10,000.00	
2/10/2011	EFT	Online Banking Transfer To Life Ins Acct		Insurance:Life		c	-7,200.00	
2/18/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-106.89	
2/25/2011	EFT	Comcast		Utilities:Cable TV		c	-67.65	
2/28/2011	DEP	Benefits DES:PENSION ID:05500518		Income		c	600.71	
2/28/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-76.39	
3/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
3/1/2011	EFT	Bank Of America Credit Card Bill		Household		c	-282.47	
3/1/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-52.74	
3/2/2011	EFT	State Farm	PPD	Insurance		c	-299.93	
3/7/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	219.69	
3/15/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-100.71	
3/15/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-70.42	
3/17/2011	7006	Vacek		Legal Fees		c	-340.00	
3/20/2011	7007	Amy Brunsting		Reimbursement		c	-40.00	
3/23/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71	
3/31/2011	DEP	Benefits DES:PENSION ID:08800208		Income		c	600.71	
4/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
4/1/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	787.00	
4/1/2011	EFT	Bank Of America Credit Card Bill		Household		c	-38.00	
4/4/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-90.34	
4/4/2011	EFT	State Farm	PPD	Insurance		c	-301.36	
4/7/2011	EFT	Candy Curtis		Gifts Given		c	-3,000.00	
4/8/2011	EFT	County Treasurer DES:TAX ID: 971	farm	Tax:Property		c	-1,387.40	
4/11/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-3,000.00	
4/11/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-3,000.00	
4/12/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	5,343.22	

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
Date	Num	Description	Memo	Category	Tag	Clr	Amount	
4/15/2011	7008	Void					0.00	
4/15/2011	7009	Void					0.00	
4/15/2011	7010	United States Treasury	Decedents trust 2010 tax	Tax:Fed		c	-7,095.00	
4/15/2011	7011	United States Treasury	Decedents trust 2011 tax qtr est	Tax:Fed		c	-1,780.00	
4/15/2011	7012	United States Treasury	Surv Trust 2011 tax qtr est	Tax:Fed		c	-3,095.00	
4/15/2011	7013	United States Treasury	Surv Trust 2010 tax	Tax:Fed		c	-3,620.00	
4/15/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	13,791.21	
4/18/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-93.99	
4/20/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	1,253.84	
4/21/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	15,206.69	
4/25/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-7,500.00	
4/26/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	3,538.51	
4/26/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-176.85	
4/26/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71	
4/28/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71	
4/29/2011	DEP	Benefits DES:PENSION ID:11700518		Income		c	600.71	
4/29/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
5/2/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	282.71	
5/2/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-2,967.61	
5/3/2011	EFT	State Farm	PPD	Insurance		c	-300.62	
5/9/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-177.21	
5/10/2011	7014	TDECU	Luke Truck	Gifts Given		c	-5,443.22	
5/11/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-99.74	
5/16/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-4,000.00	
5/19/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-174.61	
5/24/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-2,000.00	
5/24/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00	
5/24/2011		Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	54,000.00	
5/26/2011	EFT	Comcast		Utilities:Cable TV		c	-11.52	
5/27/2011	7016	The Victoria Col DES:TNET Ach Ck	Luke college	Education		c	-461.00	
5/27/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-95.73	
5/27/2011	EFT	Bluebonnet Credit Union	w/ medical	Household		c	-1,864.49	
5/31/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	208.00	
5/31/2011	DEP	Benefits DES:PENSION ID:14600508		Income		c	600.71	
5/31/2011	EFT	Comcast		Utilities:Cable TV		c	-11.52	
6/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
Date	Num	Description	Memo	Category	Tag	Clr	Amount	
6/2/2011	7015	Vacek		Legal Fees		c	-575.59	
6/2/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-6,355.65	
6/2/2011	EFT	Iowa 529 Ach DES:CONTRIB ID:0000	kt college	Gifts Given		c	-500.00	
6/2/2011	EFT	State Farm	PPD	Insurance		c	-300.62	
6/2/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-8,500.00	
6/3/2011	EFT	Am-honda DES:PMT ID:000001032223	for katie	Gifts Given		c	-5,750.51	
6/6/2011	EFT	Chase DES:EPAY ID:1125968648 Ind		Credit Card		c	-2,358.75	
6/8/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-2,000.00	
6/8/2011	TXFR	Candy Curtis		Gifts Given		c	-2,000.00	
6/9/2011	7017	Kroese & Kroese	mom	Tax Preparation		c	-561.93	
6/9/2011	7018	Kroese & Kroese	decedents trust	Tax Preparation		c	-1,123.87	
6/9/2011	7019	Wilchester West Fund		Tax:Other		c	-327.00	
6/9/2011	7020	United States Treasury	Surv Trust 2010 tax qtrly	Tax:Fed		c	-3,620.00	
6/9/2011	7021	Treasurer State Of Iowa		Tax:State		c	-47.00	
6/9/2011	7022	United States Treasury	Dec Trust 2010 tax qtrly	Tax:Fed		c	-1,780.00	
6/9/2011	DEP	Deposit		Invest Inc		c	4.18	
6/9/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-154.09	
6/9/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-130.35	
6/10/2011	DEP	Exxon		Invest Inc		c	896.76	
6/13/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	51,060.56	
6/13/2011	TXFR	Amy Tschirhart	supplies to fix house	Reimbursement		c	-100.00	
6/14/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00	
6/17/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-217.04	
6/22/2011	7710	Electchk 7710 Bcf - 14411 We 06/		Utilities:Water		c	-314.57	
6/27/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-2,364.34	
6/28/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-86.12	
6/28/2011	EFT	Comcast		Utilities:Cable TV		c	-52.20	
6/30/2011	DEP	Benefits DES:PENSION ID:17900218		Income		c	600.71	
7/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
7/1/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	704.00	
7/5/2011	EFT	State Farm	PPD	Insurance		c	-300.62	
7/5/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-10,000.00	
7/6/2011	7024	Medical Chest Associates		Medical:Doctor		c	-4.12	
7/6/2011	EFT	Chase DES:EPAY ID:1142870017 Ind		Credit Card		c	-2,976.35	
7/7/2011	7023	Duke Medical Equipment		Medical:Supplies		c	-7.62	
7/11/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-282.51	

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
Date	Num	Description	Memo	Category	Tag	Clr	Amount	
7/11/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-224.42	
7/15/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-7,242.83	
7/18/2011	EFT	Bluebonnet Credit Union	w medical	Household		c	-175.47	
7/18/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-166.12	
7/18/2011	EFT	Chase DES:EPAY ID:1154305808 Ind		Credit Card		c	-1,998.19	
7/20/2011	EFT	Safebox Fee		Bank Charge		c	-8.00	
7/26/2011	EFT	Amy Tschirhart	supplies to fix house	Reimbursement		c	-100.00	
7/27/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-82.16	
7/27/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00	
7/28/2011	EFT	Comcast		Utilities:Cable TV		c	-63.72	
7/29/2011	DEP	Benefits DES:PENSION ID:20800528		Income		c	600.71	
8/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
8/1/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	253.00	
8/1/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-10,000.00	
8/2/2011	EFT	State Farm		Insurance		c	-300.62	
8/5/2011	7025	Vacek	retainer	Legal Fees		c	-1,000.00	
8/8/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-277.78	
8/10/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-170.89	
8/16/2011	EFT	Bluebonnet Credit Union	with medical	Household		c	-1,172.08	
8/17/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-308.10	
8/24/2011	TXFR	Candy Curtis		Gifts Given			-2,000.00	
8/26/2011	EFT	Utsa Admissions	Luke college	Education		c	-575.00	
8/26/2011	EFT	AT&T	PAYMENT	Utilities:Telephone		c	-84.47	
8/29/2011	EFT	Comcast		Utilities:Cable TV		c	-63.72	
8/29/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-10,000.00	
8/31/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	199.00	
8/31/2011	DEP	Benefits DES:PENSION ID:23900168		Income		c	600.71	
9/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
9/1/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-3,256.32	
9/2/2011	EFT	State Farm	PPD	Insurance		c	-290.04	
9/5/2011	7026	Treasurer State Of Iowa	mom	Tax:State		c	-230.00	
9/5/2011	7027	United States Treasury	Sept mom's trust pmt	Tax:Fed		c	-2,100.00	
9/5/2011	7028	United States Treasury	Sept dad's trust pmt	Tax:Fed		c	-1,780.00	
9/5/2011	7029	Kroese & Kroese	farm lease	Tax Preparation		c	-203.06	
9/6/2011	EFT	Chase DES:EPAY ID:1172082054 Ind		Credit Card		c	-999.04	
9/8/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-265.10	

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
Date	Num	Description	Memo	Category	Tag	Clr	Amount	
9/9/2011	DEP	Exxon		Invest Inc		c	274.01	
9/12/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-168.71	
9/16/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-344.55	
9/19/2011	EFT	Bluebonnet Credit Union	w/ medical	Household		c	-790.04	
9/23/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	10,000.00	
9/23/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-4,767.36	
9/26/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-84.47	
9/26/2011		Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00	
9/28/2011	EFT	Comcast		Utilities:Cable TV		c	-63.72	
9/29/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	721.00	
9/30/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
9/30/2011	DEP	Benefits DES:PENSION ID:27022468		Income		c	600.71	
10/4/2011	EFT	County Treasurer DES:TAX ID: 119	farm	Tax:Property		c	-1,598.40	
10/4/2011	EFT	State Farm	PPD	Insurance		c	-290.04	
10/4/2011	EFT	Chase DES:EPAY ID:1193123150 Ind		Credit Card		c	-2,390.35	
10/11/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-184.35	
10/12/2011		7030 DeKoster & DeKoster	farm contract	Legal Fees		c	-100.00	
10/12/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-227.06	
10/14/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	15,000.00	
10/17/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-217.43	
10/18/2011	EFT	Bluebonnet Credit Union	w/ medical	Household		c	-687.84	
10/19/2011	EFT	Chase DES:EPAY ID:1205559052 Ind		Credit Card		c	-2,033.30	
10/20/2011		7031 Kroese & Kroese		Tax Preparation		c	-700.00	
10/21/2011		7032 Vehs Band Boosters	Kt band	Gifts Given		c	-280.00	
10/26/2011	EFT	Candy Curtis		Gifts Given		c	-2,000.00	
10/27/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	30,000.00	
10/28/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71	
10/31/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	231.00	
10/31/2011	DEP	Benefits DES:PENSION ID:29923478		Income		c	600.71	
11/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78	
11/1/2011	TXFR	Luke Riley		Education		c	-2,000.00	
11/2/2011	EFT	State Farm	PPD	Insurance		c	-290.04	
11/3/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-102.52	
11/7/2011	EFT	Wire TYPE:WIRE Out DATE:111107 T	to anita for future trust exp	Legal Fees	redeposited into new Surv Trust acct	c	-10,000.00	

Bank of America Acct ending in :1143								
12/23/2010 through 3/9/2012								
Date	Num	Description	Memo	Category	Tag	Clr	Amount	
11/7/2011	EFT	Wire TYPE:WIRE Out DATE:111107 T	to amy for future trust exp	Legal Fees	redeposited into new Surv Trust acct	c	-10,000.00	
11/7/2011	EFT	Amy Tschirhart	for supplies to fix house	Reimbursement		c	-1,000.00	
11/7/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-323.88	
11/7/2011	EFT	Wire Transfer Fee		Bank Charge		c	-25.00	
11/7/2011	EFT	Wire Transfer Fee		Bank Charge		c	-25.00	
11/8/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone		c	-84.44	
11/8/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00	
11/8/2011	EFT	Chase DES:EPAY ID:1218615408 Ind		Credit Card		c	-3,274.51	
11/9/2011	DEP	Deposit		Invest Inc		c	30.40	
11/9/2011	DEP	Safe Deposit Box Rent Refund Fde		Bank Charge		c	82.00	
11/9/2011		Tx Tlr Payment To Sdb 2575 Banki		Bank Charge		c	-25.00	
11/10/2011	EFT	Candy Curtis		Gifts Given		c	-2,000.00	
11/10/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-201.70	
11/10/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-168.24	
11/10/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00	
11/12/2011		7033 Memorial Oaks		Funeral		c	-1,595.00	
11/12/2011		7034 Void					0.00	
11/14/2011		7035 Memorial Oaks		Funeral		c	-1,511.29	
11/14/2011	EFT	Safebox Fee		Bank Charge		c	-135.00	
11/15/2011		7036 Memorial Oaks	organist	Funeral		c	-150.00	
11/15/2011		7037 Bob Johnson	pastor	Funeral		c	-300.00	
11/15/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-160.68	
11/21/2011	DEP	Wire TYPE:WIRE In DATE: 111121 T		Invest Inc		c	25,112.57	
11/21/2011	EFT	Wire Transfer Fee		Bank Charge		c	-12.00	
11/22/2011		7040 Nelva E Brunsting Survivors Trust	to open new trust acct	Cash		c	-500.00	
11/23/2011	EFT	Entex	PPD	Utilities:Gas & Electric		c	-65.66	
11/23/2011	EFT	Spring Brnch Isd DES:CHECKPAYMT		Tax:Other		c	-227.24	
11/25/2011	EFT	Online Banking Transfer To Nelva E Brunsting Surv Trust	to start fund new trust acct	Cash		c	-25,000.00	
11/29/2011	EFT	Comcast		Utilities:Cable TV		c	-63.71	
11/29/2011	EFT	Bluebonnet Credit Union	includes medical	Household		c	-1,165.23	
11/30/2011	DEP	Benefits DES:PENSION ID:32923368		Income		c	600.71	
12/2/2011	EFT	State Farm	PPD	Insurance		c	-290.04	
12/5/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	179.00	
12/6/2011		7041 Justin Alexander	for kt - reimburse	Medical	reimbursed to Surv trust acct Mar 2012	c	-40.00	

Bank of America Acct ending in :1143									
12/23/2010 through 3/9/2012									
Date	Num	Description	Memo	Category	Tag	Clr	Amount		
12/9/2011	EFT	Exxon		Div Income		c	274.01		
12/9/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-252.42		
1/5/2012	EFT	State Farm	PPD	Insurance		c	-290.04		
1/9/2012	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-115.49		
2/2/2012	EFT	State Farm	PPD	Insurance		c	-290.04		
2/13/2012	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-47.13		
3/2/2012	EFT	State Farm		Insurance		c	-292.79		
3/7/2012	DEP	AT&T	closed acct	Reimbursement		c	20.49		
3/9/2012	DEP	Exxon		Div Income		c	274.01		
12/23/2010 - 3/9/2012								1,471.75	
TOTAL INFLOWS							293,516.61	293,516.61	293,516.61
TOTAL OUTFLOWS							-292,044.86	-292,044.86	-292,044.86

Date	Gift	Stock price	amount	Person	purpose
Mom/Dad were trustees					
12/21/2010	trxfr		\$ 7,000.00	Amy Brunsting	mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights
1/4/2011	trxfr		\$ 6,000.00	Amy Brunsting	mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights
6/22/2009			\$ 1,000.00	Amy Brunsting	college fund
7/14/2009			\$ 1,000.00	Amy Brunsting	college fund
11/14/2007	chk# 5715		\$ 5,000.00	Amy Brunsting	
1/20/2006	chk# 5143		\$ 200.00	Amy Brunsting	
2/11/2002	chk# 3526		\$ 200.00	Amy Brunsting	college fund
12/31/2002	chk# 3911		\$ 200.00	Amy Brunsting	college fund
Total Amy Brunsting			\$ 20,600.00		
10/2/2009	chk# 6359		\$ 1,000.00	Andy Curtis	
2/8/2010	chk# 6518		\$ 5,000.00	Anita Brunsting	
6/24/2009	chk# 6278		\$ 1,000.00	Anita Brunsting	graduation gift to me for finishing my doctorate
7/14/2009	chk# 6294		\$ 1,000.00	Anita Brunsting	college fund
9/8/2009	chk# 6338		\$ 1,000.00	Anita Brunsting	college fund
10/19/2009	chk# 6403		\$ 1,250.00	Anita Brunsting	
1/20/2006	chk# 5142		\$ 200.00	Anita Brunsting	college fund
1/31/2006	chk# 5155		\$ 150.00	Anita Brunsting	mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
2/21/2006	chk# 5172		\$ 150.00	Anita Brunsting	mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
4/1/2006	chk# 5233		\$ 150.00	Anita Brunsting	mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
1/10/2003	chk# 3920		\$ 200.00	Anita Brunsting	college fund
2/11/2002	chk# 3527		\$ 200.00	Anita Brunsting	college fund
Total Anita Brunsting			\$ 10,300.00		
3/17/2010	chk # 6386		\$ 750.00	Candy Curtis	
1/27/2009	chk # 6124		\$ 2,000.00	Candy Curtis	
7/29/2009	chk# 6309		\$ 4,000.00	Candy Curtis	
7/8/2008	chk # 5917		\$ 2,000.00	Candy Curtis	
8/3/2009	chk# 5944		\$ 1,500.00	Candy Curtis	
7/6/2001	trxfr		\$ 20,000.00	Candy Curtis	
1/19/2010			\$ 5,000.00	Candy Curtis	
3/29/2010			\$ 7,000.00	Candy Curtis	
6/22/2010			\$ 20,000.00	Candy Curtis	Taken against inheritance (documentation on file w/ Vacek & Freed) expenses, divorce
Total Candy Curtis			\$ 62,250.00		
11/10/2005	chk# 5070		\$ 10,000.00	Carl Brunsting	
3/12/2003	chk# 3986		\$ 9,000.00	Carl Brunsting	
4/9/2003	chk# 4017		\$ 11,000.00	Carl Brunsting	

Schedule F

Date	Gift	Stock price	amount	Person	purpose
9/17/2001	chk# 3347		\$ 2,000.00	Carl Brunsting	
10/6/2010			\$ 25,000.00	Carl Brunsting	medical bills
2010-2011			\$ 21,899.61	Carl Brunsting	paid one medical bill (\$1565.70) and to caretakers directly for his care from 7/13/2010 through 1/9/2011, (additional days occurred from Jan-April 2011 than included payment to caretakers as well as groceries and his medical supplies, but specific dates in this time period were not recorded)
	Total Carl Brunsting		\$ 78,899.61		
6/27/2009	chk# 6285		\$ 2,000.00	Carole Brunsting	
2/12/2009	chk# 5794		\$ 500.00	Carole Brunsting	
3/18/2008	chk# 5821		\$ 250.00	Carole Brunsting	
11/13/2007	chk# 5713		\$ 600.00	Carole Brunsting	
1/5/2006	chk# 5129		\$ 1,000.00	Carole Brunsting	loan?
7/1/2006	chk# 5287		\$ 1,200.00	Carole Brunsting	
3/23/2005	chk# 4785		\$ 450.00	Carole Brunsting	
12/8/2005	chk# 5090		\$ 1,500.00	Carole Brunsting	
7/2/2005	chk# 4901		\$ 350.00	Carole Brunsting	
10/2/2005	chk# 5016		\$ 2,500.00	Carole Brunsting	
10/21/2003	chk# 4232		\$ 1,000.00	Carole Brunsting	
12/12/2002	chk# 9878 ?		\$ 1,500.00	Carole Brunsting	
12/17/2002	chk# 3883 ?		\$ 5,000.00	Carole Brunsting	
3/23/2010			\$ 7,000.00	Carole Brunsting	
5/18/2010			\$ 1,000.00	Carole Brunsting	
10/1/2010			\$ 20,000.00	Carole Brunsting	original intent to take against inheritance, but no letter/documentation found to date; will be treated as a gift; to fix house
	Total Carole Brunsting		\$ 45,850.00		
10/2/2009	chk# 6358		\$ 1,000.00	Kevan Curtis	
Anita became trustee Dec. 2011					
5/11/2011	1120 shares Exxon Survivors trust	\$ 81.12	90854.4	Amy Brunsting	to pay off house
	Total Amy Brunsting		\$ 90,854.40		
5/10/2011			\$ 5,443.22	Anita Brunsting	pay off Luke's truck
6/3/2011			\$ 5,750.51	Anita Brunsting	pay off Honda for Katie
6/14/2011	135 shares Chevron Survivors trust	\$ 100.60	\$ 13,581.00	Anita Brunsting	borrowed against inheritance - for college expenses
6/15/2011	160 shares Exxon Survivors trust	\$ 78.66	\$ 12,585.60	Anita Brunsting	borrowed against inheritance - for college expenses
	Total Anita Brunsting		\$ 37,360.33		
4/7/2011			\$ 3,000.00	Candy Curtis	property taxes
6/8/2011			\$ 2,000.00	Candy Curtis	new bed?
6/15/2011	160 shares Exxon Survivors trust	\$ 78.66	\$ 12,585.60	Candy Curtis	for reserve after mom passed away to keep helping her w/ expenses if trust money was not available

Date	Gift	Stock price	amount	Person	purpose
8/24/2011			\$ 2,000.00	Candy Curtis	expenses
10/26/2011			\$ 2,000.00	Candy Curtis	medical bills
11/10/2011			\$ 2,000.00	Candy Curtis	travel to see mom
	Total Candy Curtis		\$ 23,585.60		
6/15/2011	1325 shares Exxon Decedents trust	\$ 78.66	\$ 104,224.50	Carole Brunsting	to pay off/fix house
	Total Carole Brunsting		\$ 104,224.50		
6/14/2011	135 shares chevron Survivors trust	\$ 100.60	\$ 13,581.00	Ann Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	\$ 100.60	\$ 13,581.00	Jack Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	\$ 100.60	\$ 13,581.00	Katie Riley UGMA (grandchild)	gift for college exp
6/14/2011	135 shares chevron Survivors trust	\$ 100.60	\$ 13,581.00	Luke Riley (grandchild)	gift for college exp

Carl's Medical Support Bills

Date	Check #	Payee	Amount
7/13/2010	6726	Tino	\$ 1,339.50
7/14/2010	6727	Robert	\$ 60.00
7/15/2010	6729	Shimeka	\$ 180.00
7/21/2010	6588	Tino	\$ 1,581.00
7/27/2010	6393	Tino	\$ 450.00
7/27/2010	6394	Robert	\$ 327.00
7/29/2010	6595	Shimeka	\$ 375.00
8/3/2010	6597	Tino	\$ 654.00
8/9/2010	6607	Tino	\$ 972.00
8/15/2010	6611	MHS Physicians (Carl)	\$ 1,565.70
8/15/2010	6614	Tino	\$ 45.00
8/23/2010	6623	Tino	\$ 45.00
10/4/2010	6690	Carl	\$25,000.00
10/18/2010	6741	Robert	\$ 255.00
10/22/2010	6747	Robert	\$ 170.00
10/26/2010	6749	Robert	\$ 105.00
11/1/2010	6764	Robert	\$ 510.00
11/4/2010	6769	Michael Brooks	\$ 237.00
11/5/2010	6771	Robert	\$ 309.00
11/8/2010	6777	Robert	\$ 330.00
11/10/2010	6781	Michael Brooks	\$ 300.00
11/12/2010	6784	Robert	\$ 285.00
11/15/2010	6793	Robert	\$ 270.00
11/17/2010	6795	Michael Brooks	\$ 240.00
11/16/2010	6799	Robert	\$ 295.00
11/24/2010	6806	Michael Brooks	\$ 255.00
11/24/2010	6809	Robert	\$ 345.00
11/26/2010	6810	Michael Brooks	\$ 270.00
12/1/2010	6817	Michael Brooks	\$ 420.00
12/1/2010	6818	Tino	\$ 849.38
12/3/2010	6819	Robert	\$ 135.00
12/5/2010	6820	Robert	\$ 855.00
12/5/2010	6821	Antonio	\$ 135.00
12/7/2010	6826	Michael Brooks	\$ 300.00

Schedule G

Carl's Medical Support Bills

Date	Check #	Payee	Amount	
12/8/2010	6828	Michael Brooks	\$ 150.00	
12/8/2010	6831	Shimeka	\$ 416.00	half
12/13/2010	6832	Robert	\$ 382.31	half
12/14/2010	6836	Michael Brooks	\$ 525.00	
12/15/2010	6840	Tino	\$ 435.00	half
12/17/2010	6843	Tino	\$ 412.50	half
12/16/2010	6844	Michael Brooks	\$ 375.00	
12/19/2010	6846	Robert	\$ 469.92	2/3
12/24/2010	pd carole	robert, tino, michael	\$ 1,151.70	2/3
12/30/2010	6851	Tino	\$ 821.70	2/3
12/28/2010	6852	Michael Brooks	\$ 564.30	2/3
1/1/2011		Robert	\$ 435.60	2/3
1/2-1/9/2011		robert, tino, michael	\$ 1,296.00	
			\$ 46,899.61	
		any additional days	\$216.00/day	

Card/Expense	Closing Date	Amount Charged Against Trust	2%annual value of trust/ month	Balance Remaining	Date
			\$ 4,166.00	\$ 4,166.00	Jan-11
			\$ 4,166.00	\$ 8,332.00	Feb-11
			\$ 4,166.00	\$ 12,498.00	Mar-11
			\$ 4,166.00	\$ 16,664.00	Apr-11
Visa	5/5/2011	\$ 3,327.30	\$ 4,166.00	\$ 17,502.70	May-11
Luke college	5/27/2011	\$ 461.00		\$ 17,041.70	
Katie College	6/2/2011	\$ 500.00	\$ 4,166.00	\$ 20,707.70	Jun-11
Visa	6/6/2011	\$ 2,634.34		\$ 18,073.36	
MC	6/6/2011	\$ 2,358.75		\$ 15,714.61	
MC	7/6/2011	\$ 2,976.35	\$ 4,166.00	\$ 16,904.26	Jul-11
Visa	7/7/2011	\$ 7,242.83		\$ 9,661.43	
MC	7/18/2011	\$ 1,998.19		\$ 7,663.24	
Visa	8/5/2011	\$ 3,199.02	\$ 4,166.00	\$ 8,630.22	Aug-11
Luke college	8/26/2011	\$ 575.00		\$ 8,055.22	
MC	9/6/2011	\$ 999.04	\$ 4,166.00	\$ 11,222.18	Sep-11
Visa	9/7/2011	\$ 4,767.36		\$ 6,454.82	
MC	10/4/2011	\$ 2,390.35	\$ 4,166.00	\$ 8,230.47	Oct-11
Visa	10/6/2011	\$ 102.52		\$ 8,127.95	
MC	10/19/2011	\$ 2,033.30		\$ 6,094.65	
Luke college	11/1/2011	\$ 2,000.00	\$ 4,166.00	\$ 8,260.65	Nov-11
Visa	11/5/2011	\$ 230.22		\$ 8,030.43	
MC	11/8/2011	\$ 3,274.51		\$ 4,755.92	
Total		\$ 41,070.08	\$ 45,826.00		

Schedule H

Brunsting Family Survivor's and Decedent's Assets

Asset	# shares	price/share *	Amount*
Chevron/Texaco-decedent	614.1303	107.84	\$66,227.81
Chevron/Texaco-survivor	172.4055	107.84	\$18,592.21
Chevron - Decedent	612	107.84	\$65,998.08
ExxonMobil-Decedent	583	87.16	\$50,814.28
ExxonMobil-survivor	835.910671	87.16	\$72,857.97
MetLife - Survivor	95	38.31	\$3,639.45
Survivor's Trust Edward Jones			\$1.05
Decedent's Trust Edward Jones			\$250,506.13
Survivor's Trust Checking			\$446,235.69
Decedent's Trust Checking			\$41,667.77
Surv Trust Checking (prior to mom's death)			\$1,471.75
Misc. Coins			\$690.00
Gold Watches/misc jewelry			\$853.00
Total Liquid Assets			\$1,019,555.19
Farm (acres)	141	15300	\$2,157,300.00
House			
Total Trust			\$3,176,855.19

*values as of 3/26/2012

Includes deposit of \$433,129.32 from sale of house

Includes deposit of first 1/2 of farm rent for 2012: \$26437.50 and Chevron Dividend: \$495.72

Some automated payments for house utilities were set up on this acct - it is being left open until final water bill has been paid (April 2012)

appraised value/acre

final sale profit \$433,129.32 - reflected in balance in survivors trust checking acct

Schedule I

Trust Expenses

Date	Vendor	Purpose	Amount
11/12/2011	Kroger - Houston	Groceries when cleaning/packing house	\$ 23.31
11/16/2011	Phillips 66 - Houston	Transportation	\$ 56.20
11/22/2011	Phillips 66 - Houston	Transportation	\$ 49.08
12/11/2011	Vacek	Legal	\$ 4,500.00
12/11/2011	US Treasury	tax payment for Decedent Trust	\$ 1,780.00
12/12/2011	Wilchester West Fund	subdivision dues	\$ 359.00
12/18/2011	Mr. Pham Chen	Lawn care - 2 mos	\$ 200.00
12/18/2011	Centerpoint Energy	natl gas for house	\$ 54.62
12/18/2011	Kelsey-Seybold	mom's medical	\$ 13.92
12/18/2011	Memorial Hermann	mom's medical	\$ 226.40
12/18/2011	ACS Primary Care	mom's medical	\$ 6.87
12/21/2011	USPS	Trust Docs	\$ 1.28
12/26/2011	Home Depot	Home Repair/Security	\$ 92.56
12/26/2011	Exxon - Victoria	Transportation	\$ 45.15
12/28/2011	Kroger - Houston	Groceries when cleaning/packing house	\$ 16.31
12/28/2011	HEB - Houston	Groceries when cleaning/packing house	\$ 3.50
12/28/2011	Ace Hardware	Supplies to pack up house	\$ 66.53
12/28/2011	Herb Jamison	house appraisal	\$ 450.00
12/29/2011	Shell - Victoria	Transportation	\$ 44.51
12/29/2011	Amy Brunsting	tires for mom's car/house repairs/transportation	\$ 425.94
1/9/2012	Exxon - Victoria	Transportation	\$ 49.57
1/10/2012	Dr. Annie Uralil	mom's medical	\$ 44.06
1/16/2012	Northwoods Urology Associates	mom's medical	\$ 740.77
1/17/2012	Don Sumners Tax Asses/Collect	2011 property tax for mom's house	\$ 1,285.05
1/20/2012	Stream Energy	electricity for mom's house	\$ 59.96
1/31/2012	ATT	phone/internet for mom's house	\$ 86.00
2/2/2012	Visa	Credit Card Payment for moving supplies, meals and gas (unhide rows to see)	\$ 269.84
2/11/2012	Memorial Hermann	mom's medical	\$ 41.72
2/14/2012	ATT	phone/internet for mom's house	\$ 72.16
2/17/2012	Stream Energy	electricity for mom's house	\$ 19.10
2/29/2012	Durapier	deposit to level mom's house	\$ 500.00
3/2/2012	Amy Brunsting	moving expenses on mom's house	\$ 844.35
3/6/2012	Carole Brunsting	reimbursement for paying Durapier & paying Tino \$780 to oversee project (6	\$25,655.00
3/11/2012	Kroese & Kroese	appraisal of farm and consult w/ Iowa atty	\$ 2,175.00
3/15/2012	Centerpoint Energy	natl gas for house	\$ 158.09
3/16/2012	Return Check Fee	Met Life dividend check returned (checking into why)	\$ 12.00
3/21/2012	Postage	to mail tax info for Surv and Deced Trust to Rich Ridders CPA	\$ 14.80
3/26/2012	Stream Energy	electricity for mom's house	\$ 39.19
	Total		\$40,481.84

Liabilities

- Farm Taxes
- Remaining medical bills
- Decedent & Survivor Trust tax prep
- Trustee Expenses

Schedule J

Exhibit 3

Financial graphs and charts compiled with the numbers provided by defendants

		%	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010		2011	
Anita	207,480	29.23%		200	200		100,000	3,900	13,500	2,000	4,250	5,000	4.18%	78,430	21.94%
Carole	153,225	21.59%		6,500	1,000		4,800	5,350	600	250	2,500	28,000	23.40%	104,225	29.16%
Amy	119,454	16.83%		400				200	12,000	1,000	2,000	7,000	5.85%	96,854	27.10%
Candy	91,436	12.88%	20,000						600	7,000	7,500	32,750	27.37%	23,586	6.60%
Carl	81,900	11.54%	2,000		20,000		10,000	3,000				46,900	39.20%		
Katie	13,581	1.91%												13,581	3.80%
Luke	13,581	1.91%												13,581	3.80%
Ann	13,581	1.91%												13,581	3.80%
Jack	13,581	1.91%												13,581	3.80%
Kevan	1,000	0.14%									1,000				
Andy	1,000	0.14%									1,000				
	709,819		22,000	7,100	21,200		114,800	12,450	26,700	10,250	18,250	119,650		357,419	
			3.10%	1.00%	2.99%		16.17%	1.75%	3.76%	1.44%	2.57%	16.86%		50.35%	

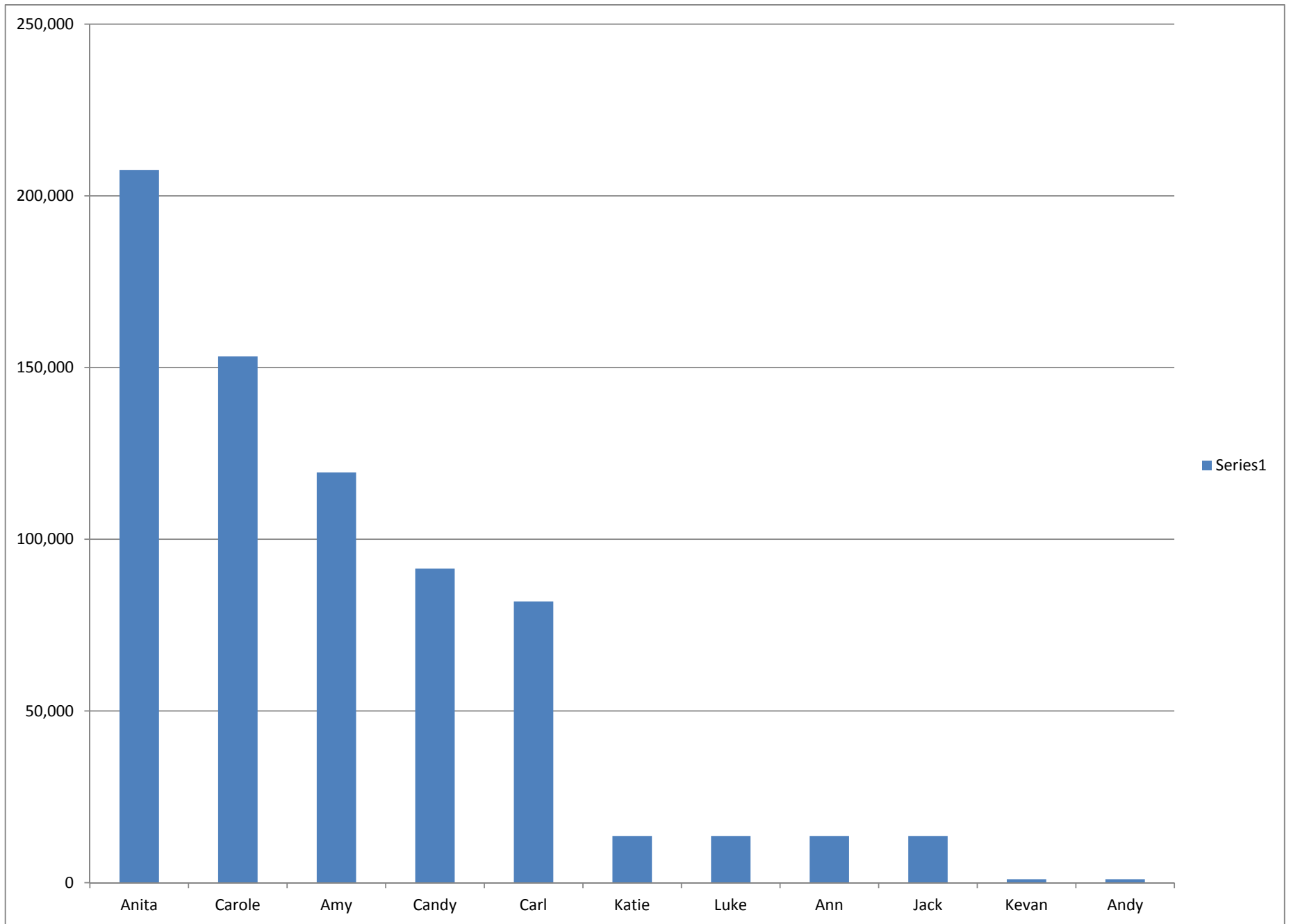


Exhibit 4

Amy Verified Answer to Carl Brunsting complaint filed May 13, 2013

PROBATE COURT 4

CAUSE NO. 412,249-401

05142013:0809:P0042

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

CARL HENRY BRUNSTING,	§	IN PROBATE COURT
Individually and as Independent Executor of	§	
the Estates of Elmer H. Brunsting and Nelva	§	
E. Brunsting	§	

v.

ANITA KAY BRUNSTING f/k/a ANITA	§	NUMBER FOUR (4) OF
KAY RILEY, Individually, as Attorney-in-	§	
Fact for Nelva E. Brunsting, and as Successor	§	
Trustee of the Brunsting Family Living Trust,	§	
the Elmer H. Brunsting Decedent's Trust, the	§	
Nelva E. Brunsting Survivor's Trust, the Carl	§	
Henry Brunsting Personal Asset Trust, and	§	
the Anita Kay Brunsting Personal Asset	§	
Trust;	§	

AMY RUTH BRUNSTING f/k/a AMY RUTH	§	
TSCHIRHART, Individually and as Successor	§	
Trustee of the Brunsting Family Living Trust,	§	
the Elmer H. Brunsting Decedent's Trust, the	§	
Nelva E. Brunsting Survivor's Trust, the Carl	§	
Henry Brunsting Personal Asset Trust, and	§	
the Amy Ruth Tschirhart Personal Asset	§	
Trust;	§	
CAROLE ANN BRUNSTING, Individually	§	
and as Trustee of the Carole Ann Brunsting	§	
Personal Asset Trust; and as nominal	§	
Defendant only;	§	
CANDACE LOUISE CURTIS	§	HARRIS COUNTY, TEXAS

2013 MAY 13 PM 7:01
 FILED
 Stan Starnett
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, INDIVIDUALLY AND AS SUCCESSOR TRUSTEE OF THE BRUNSTING FAMILY LIVING TRUST, THE ELMER H. BRUNSTING DECEDENT'S TRUST, THE NELVA E. BRUNSTING SURVIVOR'S TRUST, THE CARL HENRY BRUNSTING PERSONAL ASSET TRUST, AND THE AMY RUTH TSCHIRHART PERSONAL ASSET TRUST'S ORIGINAL ANSWER TO PLAINTIFF'S PETITION FOR DECLARATORY JUDGMENT, FOR AN ACCOUNTING, FOR DAMAGES, FOR IMPOSITION OF A CONSTRUCTIVE TRUST, AND FOR INJUNCTIVE RELIEF, TOGETHER WITH REQUEST FOR DISCLOSURES

TO THE HONORABLE JUDGE:

AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, in the above-styled and numbered cause files her Original Answer to Plaintiff's Original Petition and shows as follows:

GENERAL DENIAL

1. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, asserts a General Denial and respectfully requests that the Court require CARL HENRY BRUNSTING, Individually and as Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting, to prove his claims, charges, and allegations by clear and convincing evidence as required by the Constitution and Laws of the State of Texas.
2. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, respectfully reserves the right to file an amended Answer in this proceeding in the manner authorized by the Texas Rules of Civil Procedure.

VERIFIED DENIAL

3. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Personal Asset Trust because such trusts have not been created and therefore do not contain any trust property.

AFFIRMATIVE DEFENSES


4. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART denies that all conditions precedent to a right of recovery have been satisfied.
5. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART would show that any claim for declaratory relief is without merit as the claim is subsumed within the other claims of Plaintiff. Alternatively, AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART asserts her right to recovery of reasonable attorney's fees under the provisions of Chapter 37, Texas Civil Practice and Remedies Code.
6. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART specifically denies and affirmatively asserts that Plaintiff's claim of conspiracy is not an independent tort or cause of action as a matter of law, and is not a basis for an award of actual or exemplary damages.
7. Plaintiff's claims are barred, or AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART's actions are excused, by the equitable or legal doctrines of affirmation, waiver, estoppel, laches, ratification (express or implied) and acceptance of benefits.
8. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART pleads all applicable provisions of the Trust and sub-trust instruments concerning the duties and liabilities of a person serving as Trustee, including any exculpatory provision applicable to alleged errors of judgment or mistake of fact or law or ordinary negligence.
9. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART pleads the doctrine of comparative responsibility as provided in Chapter 33 of the TEX. CIV. PRAC. & REM. CODE, and its application to any tort claim (intentional or otherwise) of the Plaintiff that may be alleged against her, including the present claims of conversion and negligence.
10. Any allegedly wrongful acts or omissions of AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, if and to the extent such acts and omissions occurred, were legally excused or justified.

Plaintiff is not entitled to punitive damages, and any and all excessive amounts of such damages sought violate Chapter 41 of the Texas Civil Practice and Remedies Code, the Texas Constitution and the United States Constitution, all of which set limits on the award of punitive damages. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART's alleged actions and omissions were undertaken in good faith, with the absence of malicious intent to injure Plaintiff, and constitute lawful, proper and justified means to further the purposes of the Trust and sub-trusts.

THEREFORE, AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, asks that after final hearing of this matter, Plaintiff take nothing against her, that she recover her reasonable attorney's fees and costs, and for such other and further relief to which she may be entitled.

Respectfully submitted,

MILLS SHIRLEY L.L.P.

By: 
George W. Vie III
State Bar No. 20579310
Maureen Kuzik McCutchen
State Bar No. 00784427
2228 Mechanic, Ste 400
P.O. Box 1943
Galveston, Texas 77553-1943
(409) 763-2341
Facsimile: (409) 763-2879
mmccutchen@millsshirley.com

Attorneys for Amy Ruth Brunsting

CERTIFICATE OF SERVICE

By my signature above, I hereby certify that a true and correct copy of this document has been sent in the appropriate manner to all known counsel of record on this the 10th day of May, 2013.

Via Certified Mail/RRR
#7009 2250 0004 1808 2299
Ms. Bobbie Bayless
Bayless & Stokes
2931 Ferndale
Houston, TX 77098

Via Certified Mail/RRR
#7009 2250 0004 1808 2305
Ms. Darlene Payne Smith
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, TX 77010

Exhibit 5a

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015
Document No. PBT-2015-47608

Emails Summer Peoples re 10/25/2010 phone conference (Candace Curtis Original Affidavit Exhibit 8 PDF pgs. 53-56)

02102015:1527:P0065

From: Carole Brunsting (cbrunsting@sbcglobal.net)
To: Summer@vacek.com;
Date: Wed, October 13, 2010 8:47:15 AM
Cc: occurtis@sbcglobal.net; at.home3@yahoo.com; akbrunsting@suddenlink.net; candace@vacek.com;
Subject: RE: Brunsting Trust

Summer,
 Thank you for your response. Now I understand the nature of the meeting, could you please clarify what you mean by "have no say". I assumed the "say" belonged to our Mother. If I am not understanding that correctly please let me know.
 Thanks again,
 Carole

--- On Wed, 10/13/10, Summer Peoples <Summer@vacek.com> wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: RE: Brunsting Trust
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Cc: occurtis@sbcglobal.net, at.home3@yahoo.com, "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 10:09 AM

Ms. Brunsting:

To answer your questions -

This teleconference meeting is to discuss changes to your mother's trust. If you are unable to attend, it simply means that you will have no say in what changes will be made. It will not be a problem if you cannot attend. However, Mrs. Freed wants to extend the invitation to all Mrs. Brunsting's children.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

P-6

02102015:1527:P0066

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

IRS CIRCULAR 230 DISCLOSURE: Tax advice contained in this communication (including any attachments) is neither intended nor written to be used, and cannot be used, to avoid penalties under the Internal Revenue Code or to promote, market, or recommend to anyone a transaction or matter addressed in this communication.

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.

From: Carole Brunsting [mailto:cbrunsting@sbcglobal.net]
Sent: 10/13/2010 9:06 AM
To: Summer Peoples
Subject: Re: Brunsting Trust

Summer,

What is this meeting in reference to? From looking at the time choices available, I may not be able to make the meeting and would like to know if that will be a problem.

Thanks

Carole Brunsting

--- On Wed, 10/13/10, Summer Peoples <Summer@vacek.com> wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: Brunsting Trust
To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 8:42 AM

Dear Brunsting Family:

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

Exhibit 5b

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015
Document No. PBT-2015-47608

October 28 2010 Carole email about overhearing Nelva on Phone with Freed telling Freed to "Change it back" and that she was not going to follow the changes Freed had made.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
Sent: Thursday, October 28, 2010 9:00 AM
To: Candace Curtis
Subject: Re: One more

Candy,

The more I think about this the whole key is Carl. When I was listening to Mother's call with 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.

02102015:1527:P0074

From: Carole Brunsting (cbrunsting@sbcglobal.net)
To: occurtis@sbcglobal.net;
Date: Tue, October 26, 2010 10:12:27 AM
Cc:
Subject: Re:

Oh Candy thank you!!! I feel that I have been fighting this battle with Anita and now Amy alone. Anita is going to be the one responsible for keeping Mother sick because she is such a control freak and will not LET IT GO!! Let Mother decide what she wants to do. It is Mother's money, not ANITA's and not AMY's.

--- On Tue, 10/26/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 12:05 PM

I just called Mother. She DID NOT know the full implications of what she signed. I told her Anita had been manipulating her since Daddy passed away. She said she should have been included on the call. She said that she would not have given Anita the authority to manage MY MONEY. I told her that Amy and Anita are conspiring with Candace to have her declared incompetent so they can take CONTROL.

I don't really know what will happen now. I think that the August document should be declared null and void.

After talking to her for at least 30 minutes I realized that she is NOT incompetent. It's her memory that is failing, not her ability to manager her affairs. This happens when people get old. She might not remember to pay a bill, but she knows that bills must be paid. She doesn't remember that I know Carl had encephalitis, but she knows Carl had encephalitis. She has the ability to UNDERSTAND something when it's explained to her, although she might not remember what it is that she understood at the time.

Please change the password on Mother's bank account. Please also tell Mother that Anita checks her bank account to see what she is doing and that she also reads her private emails.

Mother did say that Anita drives her crazy.

Love you,

C

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Tue, October 26, 2010 9:34:02 AM
Subject: Re:

P-8

02102015:1527:P0075

I am glad you wrote because I could not sleep last night either and it is difficult to keep my mind on my work. I went over and over all the events of what has happened since Daddy passed away and Anita has been scheming and manipulating with Mother and even tried to get Carl involved. Candace has not been looking out for Mother's best interest. Candace has been allowing Anita to be the one to strong arm Mother into signing papers when I do not believe she understood what she was signing, she only wanted to shut Anita up.

All Anita was suppose to do or find out was placing Carl's money in medical trust for MOTHER to manage and now all of a sudden Amy is co-trustee and your money is in trust and I wonder about mine as well.

I am working on a time line of how and when all this happened and will show that they pressured Mother to make changes when she A) was accepting the fact that Carl was gravely ill B) she found out she had cancer C) she got pneumonia and was in the hospital D) had Drina breathing down her back because ANITA was to chicken to call Drina back E) had to decide on her own about giving Drina money because ANITA and AMY were too busy to be bothered to call me or Mother back and it is what Mother wanted to do but she knew Anita was going to chastise her for giving her money that was her own to give away as she saw fit. F) also during that time Mother had 2 PET scans, a CT scan and a bron scope for which she was sedated.

Now I understand why Mother kept putting off signing the changes to the Trust. I thought the papers were written only to put Carl's money in trust. I did not know that Amy was replacing Carl and your money was going into trust. I never saw the documents as Candace had them at her office, but Mother kept delaying going over there with various excuses. She was afraid to tell Anita she did not want to make all the changes, but Anita talked her into it.

The closer Anita comes to taking control the comments to me have been: A) it is a good thing I am trustee now and not Carl because you can make more changes to the trust than you realize and Carl would have been making all the decision and had final say over distribution B) she was going to find a way to fold Carl's money back into the trust if Carl died before Drina C) she was taking over all investment when ANITA is the one that moved the money over to this Edwards office that Mother works with and attended all the meetings D) Anita wanted to find out if she could sell the farm as one unit because she said she could get more per acre rather than us each sell our parcels when we wanted too. E) Now I find out that ANITA contacted Carl about a year ago about putting both our money in trust that she and Carl would control and Carl said no.

Candy I am so deeply hurt by all of this and disgusted at the same time. I am so angry with Candace because she allowed all this to happen and it impacts Mother. Amy will just go along with Anita now that her name is on the trust. But if she only knew that ANITA called CPS and they went out and spoke with Amy's neighbors about her kids and spied on her house for a report back to Anita and the report was they did not find any reason to take Jack and Ann. Anita wanted Carl and Drina to adopt them.

I think at this point I need to find an attorney to speak with. Now that Anita sent out the trust documents even though she should not have, Drina will hire a lawyer and this will never see the of day. And she will have Carl's full support.

02102015:1527:P0076

--- On Tue, 10/26/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 11:07 AM

Carole,

I promised myself when I hung up from the call that I was through with all of this. I broke my promise all night last night and didn't get a wink of sleep. I cannot let it go. Anita has been manipulating Mother since Daddy passed away. Rather than say "Candy, you are NO LONGER entitled to know anything about any of it" she has been lying and saying she had no idea what was going on. The fact that she has been talking to Candace and pushing for Mother to resign as trustee is truly sick. Now that she and Amy are dead set on having Mother declared incompetent I DON'T WANT THEM TO HAVE CONTROL OF MY SHARE OF THE TRUST. But they do, thanks to Candace, who does not know me from Adam. I don't think Mother realized what she was signing in August. She is not a stupid woman and would certainly understand the intent of the document if anyone explained it to her. THEY DID NOT. If they did explain it to her until she understood, I think she would have had second thoughts.

How dare Candace tell you that if you don't participate in the call you will not have any say in it. YOU DON'T HAVE ANY SAY IN IT ANYWAY. At least Mother and Anita think you're smart enough to be your own trustee.

When Amy and Anita were griping about Edward Jones and I suggested that they write a letter for Mother to sign, Amy ONLY thought that was a good idea. Anita said nothing. SHE WANTS TO GET HER HANDS ON THE MONEY SO SHE CAN DO A BETTER JOB OF INVESTING.

Bottom line. I'm truly scared about my future security and the fact that I have no control whatsoever over my destiny. If that's what Mother intended I would really have liked to hear it from her. I would also like to know what I did that made her feel it was necessary to take such drastic measures without consulting me.

I cannot sleep, I cannot keep my mind on my work, and I cannot get these thoughts out of my head.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Mon, October 25, 2010 9:17:05 PM
Subject: Re:

Based on the comments that Anita has been making to me for the past 4 months, I am concerned too, that she wants to see how much control she has.

--- On Mon, 10/25/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

Print

02102015:1527:P0077

From: Candace Curtis <occurtis@sbcglobal.net>
Subject:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Monday, October 25, 2010, 6:01 PM

Now the truth comes out. None of us is entitled to copies of the trust documents, since Mother is the only beneficiary. Amy and Anita are trying to take over and will probably do anything and everything they can to cut the rest of us out. I was already depressed today. I'm over the edge now.

UNOFFICIAL

02102015:1527:P0074

From: Carole Brunsting (cbrunsting@sbcglobal.net)
To: occurtis@sbcglobal.net;
Date: Tue, October 26, 2010 10:12:27 AM
Cc:
Subject: Re:

Oh Candy thank you!!! I feel that I have been fighting this battle with Anita and now Amy alone. Anita is going to be the one responsible for keeping Mother sick because she is such a control freak and will not LET IT GO!! Let Mother decide what she wants to do. It is Mother's money, not ANITA's and not AMY's.

--- On Tue, 10/26/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 12:05 PM

I just called Mother. She DID NOT know the full implications of what she signed. I told her Anita had been manipulating her since Daddy passed away. She said she should have been included on the call. She said that she would not have given Anita the authority to manage MY MONEY. I told her that Amy and Anita are conspiring with Candace to have her declared incompetent so they can take CONTROL.

I don't really know what will happen now. I think that the August document should be declared null and void.

After talking to her for at least 30 minutes I realized that she is NOT incompetent. It's her memory that is failing, not her ability to manager her affairs. This happens when people get old. She might not remember to pay a bill, but she knows that bills must be paid. She doesn't remember that I know Carl had encephalitis, but she knows Carl had encephalitis. She has the ability to UNDERSTAND something when it's explained to her, although she might not remember what it is that she understood at the time.

Please change the password on Mother's bank account. Please also tell Mother that Anita checks her bank account to see what she is doing and that she also reads her private emails.

Mother did say that Anita drives her crazy.

Love you,

C

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Tue, October 26, 2010 9:34:02 AM
Subject: Re:

P-8

02102015:1527:P0075

I am glad you wrote because I could not sleep last night either and it is difficult to keep my mind on my work. I went over and over all the events of what has happened since Daddy passed away and Anita has been scheming and manipulating with Mother and even tried to get Carl involved. Candace has not been looking out for Mother's best interest. Candace has been allowing Anita to be the one to strong arm Mother into signing papers when I do not believe she understood what she was signing, she only wanted to shut Anita up.

All Anita was suppose to do or find out was placing Carl's money in medical trust for MOTHER to manage and now all of a sudden Amy is co-trustee and your money is in trust and I wonder about mine as well.

I am working on a time line of how and when all this happened and will show that they pressured Mother to make changes when she A) was accepting the fact that Carl was gravely ill B) she found out she had cancer C) she got pneumonia and was in the hospital D) had Drina breathing down her back because ANITA was to chicken to call Drina back E) had to decide on her own about giving Drina money because ANITA and AMY were too busy to be bothered to call me or Mother back and it is what Mother wanted to do but she knew Anita was going to chastise her for giving her money that was her own to give away as she saw fit. F) also during that time Mother had 2 PET scans, a CT scan and a bron scope for which she was sedated.

Now I understand why Mother kept putting off signing the changes to the Trust. I thought the papers were written only to put Carl's money in trust. I did not know that Amy was replacing Carl and your money was going into trust. I never saw the documents as Candace had them at her office, but Mother kept delaying going over there with various excuses. She was afraid to tell Anita she did not want to make all the changes, but Anita talked her into it.

The closer Anita comes to taking control the comments to me have been: A) it is a good thing I am trustee now and not Carl because you can make more changes to the trust than you realize and Carl would have been making all the decision and had final say over distribution B) she was going to find a way to fold Carl's money back into the trust if Carl died before Drina C) she was taking over all investment when ANITA is the one that moved the money over to this Edwards office that Mother works with and attended all the meetings D) Anita wanted to find out if she could sell the farm as one unit because she said she could get more per acre rather than us each sell our parcels when we wanted too. E) Now I find out that ANITA contacted Carl about a year ago about putting both our money in trust that she and Carl would control and Carl said no.

Candy I am so deeply hurt by all of this and disgusted at the same time. I am so angry with Candace because she allowed all this to happen and it impacts Mother. Amy will just go along with Anita now that her name is on the trust. But if she only knew that ANITA called CPS and they went out and spoke with Amy's neighbors about her kids and spied on her house for a report back to Anita and the report was they did not find any reason to take Jack and Ann. Anita wanted Carl and Drina to adopt them.

I think at this point I need to find an attorney to speak with. Now that Anita sent out the trust documents even though she should not have, Drina will hire a lawyer and this will never see the of day. And she will have Carl's full support.

02102015:1527:P0076

--- On Tue, 10/26/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 11:07 AM

Carole,

I promised myself when I hung up from the call that I was through with all of this. I broke my promise all night last night and didn't get a wink of sleep. I cannot let it go. Anita has been manipulating Mother since Daddy passed away. Rather than say "Candy, you are NO LONGER entitled to know anything about any of it" she has been lying and saying she had no idea what was going on. The fact that she has been talking to Candace and pushing for Mother to resign as trustee is truly sick. Now that she and Amy are dead set on having Mother declared incompetent I DON'T WANT THEM TO HAVE CONTROL OF MY SHARE OF THE TRUST. But they do, thanks to Candace, who does not know me from Adam. I don't think Mother realized what she was signing in August. She is not a stupid woman and would certainly understand the intent of the document if anyone explained it to her. THEY DID NOT. If they did explain it to her until she understood, I think she would have had second thoughts.

How dare Candace tell you that if you don't participate in the call you will not have any say in it. YOU DON'T HAVE ANY SAY IN IT ANYWAY. At least Mother and Anita think you're smart enough to be your own trustee.

When Amy and Anita were griping about Edward Jones and I suggested that they write a letter for Mother to sign, Amy ONLY thought that was a good idea. Anita said nothing. SHE WANTS TO GET HER HANDS ON THE MONEY SO SHE CAN DO A BETTER JOB OF INVESTING.

Bottom line. I'm truly scared about my future security and the fact that I have no control whatsoever over my destiny. If that's what Mother intended I would really have liked to hear it from her. I would also like to know what I did that made her feel it was necessary to take such drastic measures without consulting me.

I cannot sleep, I cannot keep my mind on my work, and I cannot get these thoughts out of my head.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Mon, October 25, 2010 9:17:05 PM
Subject: Re:

Based on the comments that Anita has been making to me for the past 4 months, I am concerned too, that she wants to see how much control she has.

--- On Mon, 10/25/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

Print

02102015:1527:P0077

From: Candace Curtis <occurtis@sbcglobal.net>
Subject:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Monday, October 25, 2010, 6:01 PM

Now the truth comes out. None of us is entitled to copies of the trust documents, since Mother is the only beneficiary. Amy and Anita are trying to take over and will probably do anything and everything they can to cut the rest of us out. I was already depressed today. I'm over the edge now.

UNOFFICIAL

Exhibit 5c

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015
Document No. PBT-2015-47608

Carole's October emails about Mother kept avoiding signing papers (see original complaint exhibits)

02102015:1527:P0074

From: Carole Brunsting (cbrunsting@sbcglobal.net)
To: occurtis@sbcglobal.net;
Date: Tue, October 26, 2010 10:12:27 AM
Cc:
Subject: Re:

Oh Candy thank you!!! I feel that I have been fighting this battle with Anita and now Amy alone. Anita is going to be the one responsible for keeping Mother sick because she is such a control freak and will not LET IT GO!! Let Mother decide what she wants to do. It is Mother's money, not ANITA's and not AMY's.

--- On Tue, 10/26/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 12:05 PM

I just called Mother. She DID NOT know the full implications of what she signed. I told her Anita had been manipulating her since Daddy passed away. She said she should have been included on the call. She said that she would not have given Anita the authority to manage MY MONEY. I told her that Amy and Anita are conspiring with Candace to have her declared incompetent so they can take CONTROL.

I don't really know what will happen now. I think that the August document should be declared null and void.

After talking to her for at least 30 minutes I realized that she is NOT incompetent. It's her memory that is failing, not her ability to manager her affairs. This happens when people get old. She might not remember to pay a bill, but she knows that bills must be paid. She doesn't remember that I know Carl had encephalitis, but she knows Carl had encephalitis. She has the ability to UNDERSTAND something when it's explained to her, although she might not remember what it is that she understood at the time.

Please change the password on Mother's bank account. Please also tell Mother that Anita checks her bank account to see what she is doing and that she also reads her private emails.

Mother did say that Anita drives her crazy.

Love you,

C

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Tue, October 26, 2010 9:34:02 AM
Subject: Re:

P-8

02102015:1527:P0075

I am glad you wrote because I could not sleep last night either and it is difficult to keep my mind on my work. I went over and over all the events of what has happened since Daddy passed away and Anita has been scheming and manipulating with Mother and even tried to get Carl involved. Candace has not been looking out for Mother's best interest. Candace has been allowing Anita to be the one to strong arm Mother into signing papers when I do not believe she understood what she was signing, she only wanted to shut Anita up.

All Anita was suppose to do or find out was placing Carl's money in medical trust for MOTHER to manage and now all of a sudden Amy is co-trustee and your money is in trust and I wonder about mine as well.

I am working on a time line of how and when all this happened and will show that they pressured Mother to make changes when she A) was accepting the fact that Carl was gravely ill B) she found out she had cancer C) she got pneumonia and was in the hospital D) had Drina breathing down her back because ANITA was to chicken to call Drina back E) had to decide on her own about giving Drina money because ANITA and AMY were too busy to be bothered to call me or Mother back and it is what Mother wanted to do but she knew Anita was going to chastise her for giving her money that was her own to give away as she saw fit. F) also during that time Mother had 2 PET scans, a CT scan and a bron scope for which she was sedated.

Now I understand why Mother kept putting off signing the changes to the Trust. I thought the papers were written only to put Carl's money in trust. I did not know that Amy was replacing Carl and your money was going into trust. I never saw the documents as Candace had them at her office, but Mother kept delaying going over there with various excuses. She was afraid to tell Anita she did not want to make all the changes, but Anita talked her into it.

The closer Anita comes to taking control the comments to me have been: A) it is a good thing I am trustee now and not Carl because you can make more changes to the trust than you realize and Carl would have been making all the decision and had final say over distribution B) she was going to find a way to fold Carl's money back into the trust if Carl died before Drina C) she was taking over all investment when ANITA is the one that moved the money over to this Edwards office that Mother works with and attended all the meetings D) Anita wanted to find out if she could sell the farm as one unit because she said she could get more per acre rather than us each sell our parcels when we wanted too. E) Now I find out that ANITA contacted Carl about a year ago about putting both our money in trust that she and Carl would control and Carl said no.

Candy I am so deeply hurt by all of this and disgusted at the same time. I am so angry with Candace because she allowed all this to happen and it impacts Mother. Amy will just go along with Anita now that her name is on the trust. But if she only knew that ANITA called CPS and they went out and spoke with Amy's neighbors about her kids and spied on her house for a report back to Anita and the report was they did not find any reason to take Jack and Ann. Anita wanted Carl and Drina to adopt them.

I think at this point I need to find an attorney to speak with. Now that Anita sent out the trust documents even though she should not have, Drina will hire a lawyer and this will never see the of day. And she will have Carl's full support.

Exhibit 5-d

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015
Document No. PBT-2015-47608

Candy and Carole emails October 26, 2010 "Amy and Anita arc trying to take over and will probably do anything and everything they can to cut the rest of us out."

02102015:1527:P0076

-- On Tue, 10/26/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 11:07 AM

Carole,

I promised myself when I hung up from the call that I was through with all of this. I broke my promise all night last night and didn't get a wink of sleep. I cannot let it go. Anita has been manipulating Mother since Daddy passed away. Rather than say "Candy, you are NO LONGER entitled to know anything about any of it" she has been lying and saying she had no idea what was going on. The fact that she has been talking to Candace and pushing for Mother to resign as trustee is truly sick. Now that she and Amy are dead set on having Mother declared incompetent I DON'T WANT THEM TO HAVE CONTROL OF MY SHARE OF THE TRUST. But they do, thanks to Candace, who does not know me from Adam. I don't think Mother realized what she was signing in August. She is not a stupid woman and would certainly understand the intent of the document if anyone explained it to her. THEY DID NOT. If they did explain it to her until she understood, I think she would have had second thoughts.

How dare Candace tell you that if you don't participate in the call you will not have any say in it. YOU DON'T HAVE ANY SAY IN IT ANYWAY. At least Mother and Anita think you're smart enough to be your own trustee.

When Amy and Anita were griping about Edward Jones and I suggested that they write a letter for Mother to sign, Amy ONLY thought that was a good idea. Anita said nothing. SHE WANTS TO GET HER HANDS ON THE MONEY SO SHE CAN DO A BETTER JOB OF INVESTING.

Bottom line. I'm truly scared about my future security and the fact that I have no control whatsoever over my destiny. If that's what Mother intended I would really have liked to hear it from her. I would also like to know what I did that made her feel it was necessary to take such drastic measures without consulting me.

I cannot sleep, I cannot keep my mind on my work, and I cannot get these thoughts out of my head.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Mon, October 25, 2010 9:17:05 PM
Subject: Re:

Based on the comments that Anita has been making to me for the past 4 months, I am concerned too, that she wants to see how much control she has.

-- On Mon, 10/25/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

Print

02102015:1527:P0077

From: Candace Curtis <occurtis@sbcglobal.net>
Subject:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Monday, October 25, 2010, 6:01 PM

Now the truth comes out. None of us is entitled to copies of the trust documents, since Mother is the only beneficiary. Amy and Anita are trying to take over and will probably do anything and everything they can to cut the rest of us out. I was already depressed today. I'm over the edge now.

UNOFFICIAL

Exhibit 5-e

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015
Document No. PBT-2015-47608

Anita's March 9 2011 email see Candace Curtis Original Affidavit Exhibit 9
p.51 Anita's March 9 2011 email see Candace Curtis Original Affidavit Exhibit 9
pg.57

02/10/2015: 1527: P0078

From: Candace Curtis (occurtis@sbcglobal.net)
To: occurtis@sbcglobal.net;
Date: Sat, February 18, 2012 11:29:12 AM
Cc:
Subject: Fw: New Development

----- Forwarded Message -----

From: Anita Brunsting <akbrunsting@suddenlink.net>
To: Candace Curtis <occurtis@sbcglobal.net>; Amy <at.home3@yahoo.com>; Carole Brunsting <cbunsting@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.

P-9

Exhibit 6

The Original 1996 Brunsting Family Living Trust

**THE
BRUNSTING FAMILY
LIVING TRUST**

Prepared By

Albert E. Vacek, Jr.

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

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

Exhibit 7

The 2005 Restatement of the Family 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

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 and 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

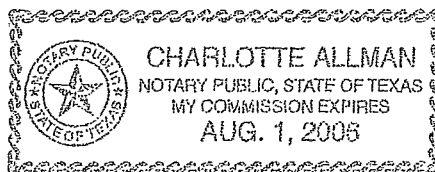


Exhibit 8

The 2007 Amendment to the Brunsting Family Trust

FIRST AMENDMENT TO THE RESTATEMENT TO
THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, hereby amend the said Trust, as follows, to-wit:

1. The said trust entitled "The Brunsting Family Living Trust dated October 10, 1996" is hereby amended so that any and all references to "ANITA RILEY" shall be to "ANITA BRUNSTING". Said correction is incorporated herein as a part of the 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.



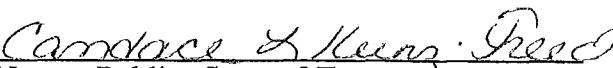
ELMER H. BRUNSTING,
Founder and Trustee



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

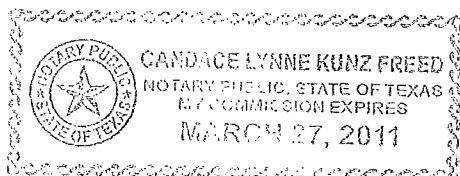


EXHIBIT "A"

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.

Exhibit 9

Affidavit from Frost Bank re; Amy trying to pawn Carl & Candace inheritances off to frost to avoid accountability

Gene Witter/CFBI
03/29/2012 11:02 AM

To "Bobbie Bayless" <bayless@baylessstokes.com>
cc
bcc
Subject Discovery Affidavit-Brunsting pre-litigation discovery

Dear Bobbie,

I am having this delivered to you today.

Gene Witter
Senior Vice President & Trust Officer
The Frost National Bank
P. O. Box 2845
Houston, Texas 77252
Phone: 713/388-7852 FAX: 713/388-7808

P12717

From: Debbie Castillo on 01/24/2012 09:13 AM
To: Wayne Baker/CFBI@CFBI
cc:

While You Were Out

Contact:
Amy Brunsting
of:

Phone: 830-625-8352 FAX:

Telephoned Will Return
 Please Call Left Package
 Will Call Again Please See Me
 Returned Call Urgent
 Was In

Thursday
@
9 am

Message:

Getting ready to set up two managed trusts and needs more information. The trusts will be for her deceased parents - Elmer and Nelva Brunsting.

Amy Ruth Schirhart
Country Lodge Dr.
New Braunfels, TX

50?

*
*
200 - 500



Amy Brunsting
<at.home3@yahoo.com>

01/24/2012 10:17 AM

Please respond to
Amy Brunsting
<at.home3@yahoo.com>

To "wbaker@frostbank.com" <wbaker@frostbank.com>

cc Anita Brunsting <akbrunsting@suddenlink.net>

bcc

Subject Conference call on Thursday am

Wayne,

Thank you for clearing your schedule to speak with my sister and me about the management of the trust accounts for my brother Carl and my sister Candy. I've attached a copy of the trust documents. Please let me know if you need any other information. The trust documents were prepared by Candace Freed at Vasak and Freed.

My sister who is co-trustee is Anita Brunsting. Her phone number is 361-550-7132. My cell phone number is 830-822-2388. As per our conversation, the conference call is scheduled for 9 am on Thursday, Jan. 26.

Regards,
Amy Brunsting



Beneficiary Designation.pdf

NO. 2012-14538

IN RE: CARL HENRY BRUNSTING

§
§
§
§
§

IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
80th JUDICIAL DISTRICT

BUSINESS RECORDS AFFIDAVIT
OF THE FROST NATIONAL BANK

THE STATE OF TEXAS §
COUNTY OF HARRIS §
§

BEFORE ME, the undersigned authority, personally appeared GENE WITTER, who, being duly sworn, deposed as follows:

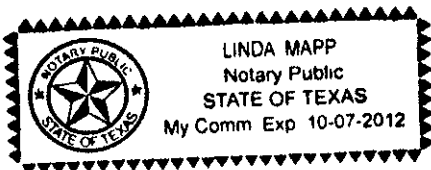
My name is Gene Witter. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

I am a Senior Vice President & Trust Officer at The Frost National Bank (the "Bank") and in that position, I am a custodian of records for the Bank. Attached hereto are records from the Bank's files which have been marked with page numbers 1 through 39. These pages of records have been kept by the Bank in the regular course of business, and it was the regular course of business of the Bank for an employee or representative of the Bank with knowledge of the act or event recorded to make the record or to transmit information thereof to be included in such record; and the record was made at the time or reasonably soon thereafter. The records attached hereto are exact duplicates of the originals found in the Bank's files.

Gene Witter

AFFIANT

SUBSCRIBED AND SWORN TO before me, on this 29th day of March, 2012, to certify which witness my hand and seal of office.



Notary Public, in and for the
State of TEXAS *Linda Mapp*
Printed Name: Linda Mapp

My Commission Expires: 10/7/2012

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

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

<u>Beneficiaries</u>	<u>Share</u>
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
CARL HENRY BRUNSTING	1/5
ANITA KAY BRUNSTING	1/5

B. Division into Separate Shares

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. Share for CANDACE LOUISE CURTIS

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. Share for CAROL ANN BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. Share for AMY RUTH TSCHIRHART

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;
2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;
3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;
4. To protect trust assets and income from claims of and interference from third parties;
5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;
6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);
8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;
9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and
10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustor's intent in creating the trust, as set forth above in paragraph B.

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.
 - a. Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Education, Maintenance and Support": In exercising the discretionary powers to provide benefits under this trust, the Trustee shall take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustor requests that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including,

but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

- b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.
- c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

- d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."
 - e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.
- G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."
- H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

- I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.
 1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.
 - a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:
 - a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

- b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.
3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.
4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.
6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).
7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

- A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.
1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.
 2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.
 3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.
- B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:
1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

PLLC of Houston, Texas, to help ensure the appropriate selection of the initial Trust Protector.

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."
3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.
4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."
5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not

require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.
 - a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.
 - b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").
 - c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.
7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.
8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.
9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

- D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.
- E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.
- F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

- A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;
2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;
3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;
4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;
5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;
6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;
7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;
9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

- D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.
- E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041, no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.
3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:
 - a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.
4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.
8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

- A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.
- B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).
2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.
3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power; Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.
5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

- C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:
 - a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and
 - b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.
2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.
3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.
4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:
 - a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;
 - b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;
 - c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or
 - d. Abandon Property: Abandonment of such asset.
2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.
3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

- C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.
- D. Indemnification of Trustee from Trust Assets for Environmental Expenses:
1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.
 - a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:
 - (i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;
 - (ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;
 - (iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and
 - (iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.
 - b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:
 - (i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

- (ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.
- 2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.
- 3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.
- E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.
- F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

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

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

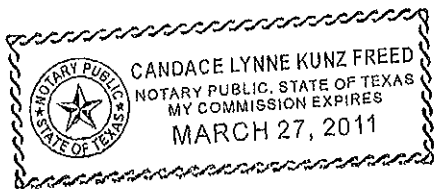
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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



Candace Lynne Kunz Freed

Notary Public, State of Texas

Exhibit 10

Collection of bates stamped copies of the three signature versions of the alleged 8/25/2010 QBD

Signature preceded by CAN

This one only connects to Anita

P229

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

Both signatures are Above the line

This one connects to Carole, Freed & Amy

P192

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

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

P12755

Frost Bank document Production given to them by Amy

Both signatures are On the Line

This one connects to Freed and Anita

P443

Obtained by Blackburn from Vacek & Freed

P1015

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

P-40_p37 USCA5 Case 4:12-cv-00592 Document 1-13 Filed in TXSD on 02127/12 Page 7 of 20

Attached to Curtis original federal complaint. Exhibit was received from Anita Brunsting via email October 23, 2010

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

EXECUTED and effective on August 25, 2010.

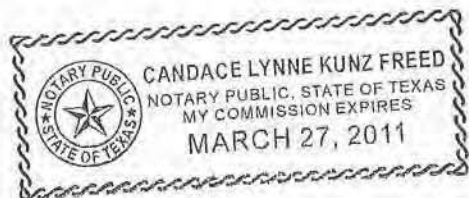
Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting
NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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



Candace Lynne Kunz Freed
Notary Public, State of Texas

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

EXECUTED and effective on August 25, 2010.



NELVA E. BRUNSTING,
Founder and Beneficiary

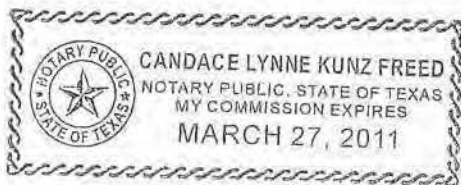
ACCEPTED and effective on August 25, 2010.


NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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


Notary Public, State of Texas



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

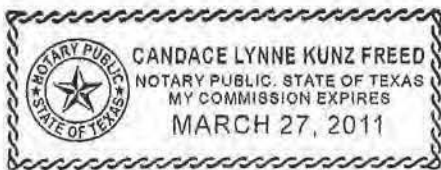
ACCEPTED and effective on August 25, 2010.

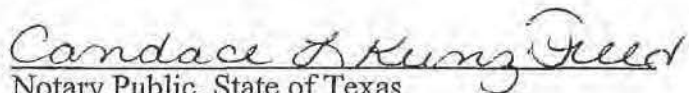


NELVA E. BRUNSTING,
Trustee

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

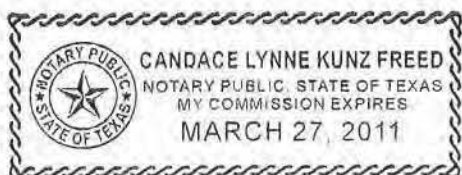
ACCEPTED and effective on August 25, 2010.

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.

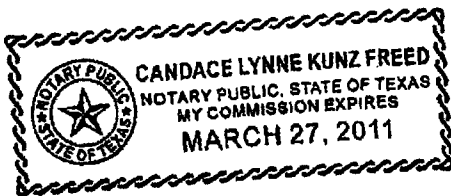
Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Beneficiary

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

NELVA E. BRUNSTING,
Founder and Beneficiary

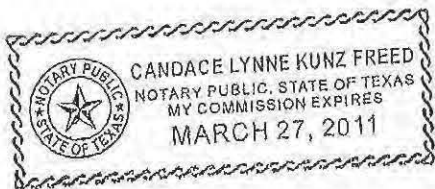
ACCEPTED and effective on August 25, 2010.

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

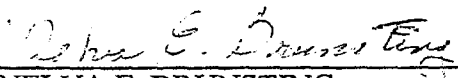
ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.



NELVA E. BRUNSTING,
Founder and Beneficiary

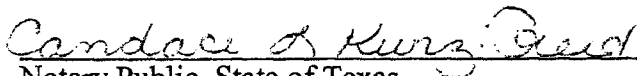
ACCEPTED and effective on August 25, 2010.



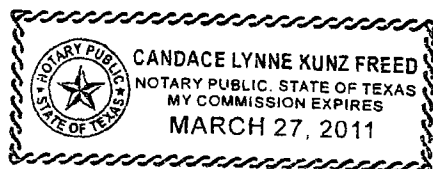
NELVA E. BRUNSTING,
Trustee

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

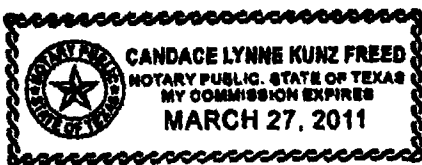
ACCEPTED and effective on August 25, 2010.



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

Exhibit 11a

July 1, 2008 Appointment of successor trustees pdf pages 135-139

7/1/08

Appt of Succ. Trustees

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended, (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and,

WHEREAS, ELMER H. BRUNSTING is no longer able to manage his financial affairs, as is evidenced by the physicians' letters attached. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

WHEREAS, the said NELVA E. BRUNSTING is desirous of her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

IF I, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

BRUNSTING005805

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.

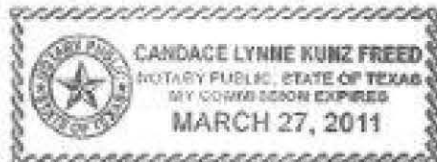
WITNESS MY HAND on July 1, 2008.


NELVA E. BRUNSTING,
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.


Notary Public, State of Texas



2/24/10

Cert of Trust

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

- 1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

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

- 2. ELMER H. BRUNSTING, died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

- 3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

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

The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

- 4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.
6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.
7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

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

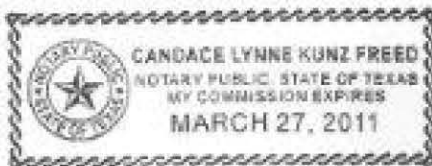


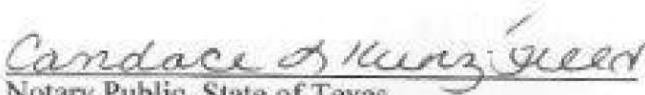
NELVA E. BRUNSTING,
Founder and Trustee

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

2/24/10

ELHB Dec Trust - Cert of Trust

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING DECEDENT'S TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

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

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.
3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING DECEDENT'S TRUST. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of
the ELMER H. BRUNSTING DECEDENT'S TRUST dated
April 1, 2009, as established under the BRUNSTING FAMILY
LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the ELMER H. BRUNSTING DECEDENT'S TRUST is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

An acceptable abbreviation for account titling is as follows:

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

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

BRUNSTING005812

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,
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.


Notary Public, State of Texas

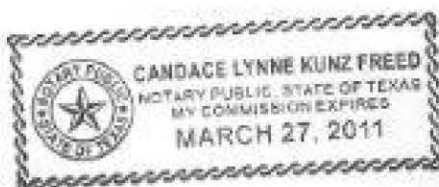


Exhibit 11b

August 25, 2010 Appointment of successor trustees

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and

WHEREAS, ELMER H. BRUNSTING, died on April 1, 2009. The Brunsting Family Living Trust authorized the creation of subsequent subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST. The full legal names of the said subtrusts are:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

WHEREAS, the said NELVA E. BRUNSTING is desirous of exercising her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical

information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

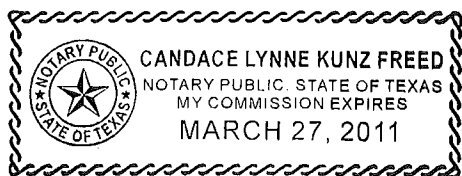
In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the said Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

WITNESS MY HAND on August 25, 2010.



Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace Lynne Kunz Freed
Notary Public, State of Texas

Exhibit 11c

Nelva's alleged 12/21/2010 Resignation

RESIGNATION OF ORIGINAL TRUSTEE

Pursuant to Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended (the "Trust"), I, NELVA E. BRUNSTING, an original Trustee of the Trust may resign as Trustee.

On April 1, 2009, two subtrusts were created under the BRUNSTING FAMILY LIVING TRUST and are known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

I hereby resign as Trustee of these said Trusts in accordance with the provisions contained in Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

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

Nelva E. Brunsting
NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:35 pm p.m., by NELVA E. BRUNSTING.

Candace Lynne Kunz Freed
Notary Public, State of Texas

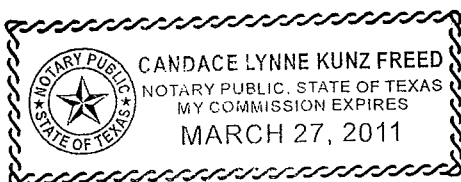


Exhibit 11d

12/21/2010 Appointment of Successor Trustees

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and

WHEREAS, ELMER H. BRUNSTING, died on April 1, 2009. The Brunsting Family Living Trust authorized the creation of subsequent subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST. The full legal names of the said subtrusts are:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

WHEREAS, the said NELVA E. BRUNSTING is desirous of exercising her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, 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

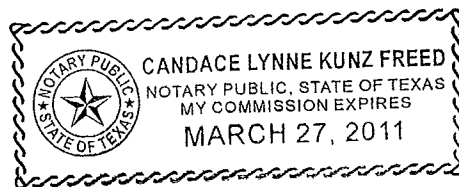


Exhibit 11e

Anita December 21, 2010 acceptance of appointment

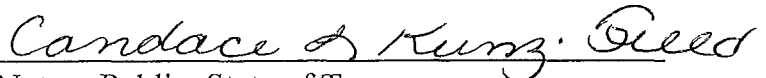
ACCEPTANCE BY SUCCESSOR TRUSTEE

I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the office and duties of Successor Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST, after the resignation of the original Trustee, NELVA E. BRUNSTING.


ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:36pm p.m., by ANITA KAY BRUNSTING.


Notary Public, State of Texas

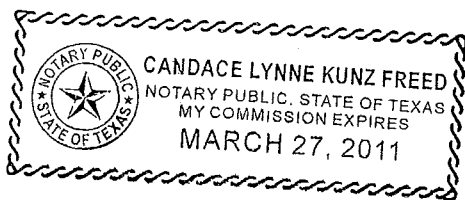


Exhibit 12

Candace Freed memo: Anita instructing Candace to “change the trust”
and make her trustee with Amy followed by Frost Bank 7-30-2010

PM TRUST REVIEW MEETING

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

Client Name: Brunsting, Nelva

Date: 07/30/10 Estate Size: 2 mil±

IRA: Husband - N/A Wife - _____

Current Address/Phone: 13630 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-tees
or Successor 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-tees for Carl
(except they have it to name, Carl as owner)
Distribution of PAT: need to Lowr Succ Tee

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

Specific Distribution:

Ultimate Distribution:

HEALTH CARE DOCUMENTS:

1ST Agent: Carol

2nd Agent: Anita

3rd Army

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 DFPOA order

Anita

Carol

Amy

Any Name Changes for children? _____ Any children Predecease? No.

If Yes, who: _____

FEES:

QUOTED: \$ _____ (Plus Expenses)

AMOUNT REC'D: None DATE: _____

BALANCE DUE: _____

DOCUBANK? _____

Cost for QBD 1200.

Hipaa Pkg 250 - med POA
D, F, P, O, A: 150.-
Appt. of Succ TEE
New Card.

courtesy discount \$150.-

Cy

Anita - called
Carol has encephlytes
amendments to trust

Anita + Aimee as Co.tees

change list under ME

Carol
Anita
Aimee

financial P.O.A

Anita
Carol
Aimee

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

Exhibit 13

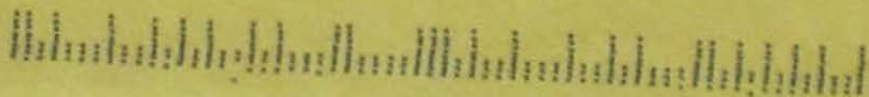
1. Nelva hand written Note: see Candace Curtis (Original Affidavit Exhibit 16) See Exhibit 5 PDF p. 255 this filing

Nelva Brunsting
13630 Pinerock Ln.
Houston, TX 77069

HOUSTON TX 77069
MAY 10 PM 2 T



Candy Curtes,
1215 Virginia Way
Martinez, CA
94553



72

W
S
D
C
C
y
T
p
u
S
w
i
k
n

Wes:

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 the 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 alydew 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 gards out.

Our weather is still gorgeous but so very dry. Glad Jim met a farmer. I see farmers are doing better. In watching the Grass 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 while
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 ~~was~~
~~was~~ blame her.

Hallmark
STATIONERY

CNT3025

© HALLMARK LICENSING, INC.
MADE IN U.S.A.

Hallmark.com

I can't
even read
my own
writing!

Bye now, Love, Mother

Exhibit 14

Candace Freed Nov 17 2010 email regarding the reason Freed demanded Nelva be subjected to an incompetency evaluation

Subject: Fw: Nelva Brunsting
From: Candace Curtis <occurtis@sbcglobal.net>
Date: 3/11/2015 6:24 PM
To: Rik Munson <blowintough@att.net>

On Wednesday, November 17, 2010 2:38 PM, Candace Freed <candace@vacek.com> wrote:

Amy and Family, Thank you for the update on your mom, Nelva Brunsting. The purpose of the conference call and the suggestion that Ms. Brunsting be evaluated was based solely on conversations that I had with Ms. Brunsting and to let you all know that I had concerns based on those conversations. If she has been evaluated by her physician and you as a family are comfortable with his or her diagnosis, then you have addressed the concerns that I had. I appreciate your letting me know the opinion of the doctor. I hope your mom is doing well and she continues to improve.

Please let me know if I can be any further assistance.

Very truly Yours,

Candace L. Kunz-Freed
Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

IRS CIRCULAR 230 DISCLOSURE: Tax advice contained in this communication (including any attachments) is neither intended nor written to be used, and cannot be used, to avoid penalties under the Internal Revenue Code or to promote, market or recommend to anyone a transaction or matter addressed in this communication.

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged.

This information is confidential information and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this electronic message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify us immediately by reply e-mail or by telephone (800-229-3002), and destroy the original transmission and its attachments without reading them or saving them to disk or otherwise. Thank you.

Exhibit 15

Transcript: Injunction Hearing April 9, 2013 in the federal Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS * Civil No. H-12-592
*
VERSUS * Houston, Texas
* April 9, 2013
ANITA KAY BRUNSTING, et al * 9:50 a.m.

TRO HEARING
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

For the Plaintiff:

Ms. Candace Louise Curtis
Pro Se
1215 Ulfonian Way
Martinez, California 94553

For the Defendants:

Mr. George William Vie, III
Mills Shirley LLP
1021 Main Street
Suite 1950
Houston, Texas 77002

Court Reporter:

Fred Warner
Official Court Reporter
515 Rusk Ave.
Houston, Texas 77002

Proceedings recorded by mechanical stenography, produced by
computer aided transcription.

1 THE COURT: Good morning. Please be seated.

2 All right. This is Cause No. 2012-592, Candace
3 Louise Curtis versus Anita K. Brunsting and others.

4 So let me have an announcement. Is Ms. Curtis
5 in the courtroom?

6 MS. CURTIS: Yes, Your Honor.

7 THE COURT: All right. And who is representing the
8 defendants in the case?

9 MR. VIE: George Vie, Your Honor, for the
10 defendants.

11 THE COURT: And I gather we have several parties
12 present, correct?

13 MR. VIE: Yes, Your Honor.

14 THE COURT: Are these your clients or --

15 MR. VIE: Yes, Your Honor. Both the defendants are
16 present.

17 THE COURT: Both defendants.

18 And who are the defendants other than -- I just
19 show Anita Kay and Amy Ruth. I am sorry. I apologize. You
20 are representing both?

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Okay. Very good.

23 This is Ms. Curtis' application for a temporary
24 restraining order. As you might recall, this case was
25 initially dismissed by the Court with the understanding that,

1 or under the understanding that it could not proceed in
2 federal court but must proceed in state court.

3 The circuit court disagreed with me, and it's
4 back; and now we are charged to proceed forward in this case.

5 So what I would like to do is, first of all,
6 have Ms. Curtis stand and give me a kind of a factual setting
7 background for what it is that she is seeking, then tell me
8 what she is seeking and see what testimony, if any, we need
9 in order to accomplish that.

10 So why don't you go ahead take the floor, Ms.
11 Curtis, and tell us how this got started and where we are
12 today.

13 MS. CURTIS: This got started by my parents, Elmer
14 and Nelva Brunsting, putting together a Brunsting family
15 living trust in 1996 dividing their estate among the five
16 children beneficiaries.

17 THE COURT: And I see there are the only three
18 children represented. Are there other children that are not
19 included?

20 MS. CURTIS: Yes, sir. My sister Carole and my
21 brother Carl.

22 THE COURT: Okay. C-a-r-o-l?

23 MS. CURTIS: C-a-r-o-l-e and Carl, C-a-r-l.

24 THE COURT: Well, that C went a long way.

25 MS. CURTIS: C, C, C and then A, A.

1 THE COURT: Went a long way in the family, didn't
2 it?

3 MS. CURTIS: Yes.

4 THE COURT: Go ahead please.

5 MS. CURTIS: So, my father passed away in 2009 in
6 April and --

7 THE COURT: And would you tell us his name for the
8 record.

9 MS. CURTIS: Elmer H. Brunsting.

10 THE COURT: All right.

11 MS. CURTIS: And in July of 2010 my brother Carl
12 became stricken with encephalitis. And it's a very serious
13 disease. He was in the hospital for several months, part of
14 that time in a coma. And my brother was originally appointed
15 the executor of my parent's estate.

16 THE COURT: Your brother would be Carl?

17 MS. CURTIS: Carl. And also a successor/co-trustee
18 of the Brunsting Family Living Trust and any resulting
19 trusts.

20 In approximately 2007, my mother sent an e-mail
21 to me and asked me if I would mind becoming co-trustee with
22 my brother Carl because my sister Amy was unstable; and she
23 was wondering if I would mind coming to Houston whenever
24 necessary to take care of these things. And I agreed. And
25 that was the last I heard of it.

1 Since that time I have received a document,
2 which is the last, first and only amendment that my father
3 and mother both signed to the family living trust appointing
4 Carl and Candace as successor/co-trustees.

5 THE COURT: Okay. So as it stands now, it is Carl
6 and Candace who would be the co-trustees of the trust?

7 MS. CURTIS: Yes, Your Honor, yes.

8 And after my brother became ill, my youngest
9 sister Anita took the opportunity to begin seize control of
10 the trust. She immediately, within three weeks after he
11 became ill --

12 THE COURT: When did this happen?

13 MS. CURTIS: In July of 2010.

14 THE COURT: 2010. He became apparently
15 incapacitated or unable to?

16 MS. CURTIS: Yes. He was in a coma for several
17 weeks.

18 THE COURT: Is he still in a coma?

19 MS. CURTIS: No. He's back at home and doing very
20 well.

21 THE COURT: Okay. Very good. Go ahead.

22 MS. CURTIS: And has been.

23 THE COURT: I will be asking questions of him.

24 MS. CURTIS: And so, because of things that are just
25 simply judgmental and ugly, my sister began to try to wrest

1 control of the trust so that my brother could not have
2 anything whatsoever to do with it. She took his name off the
3 safe deposit box which, according to my father's handwritten
4 letter from 1999, contained all of the information about the
5 family trust, and then some papers were caused to be drawn
6 up. One was a qualified beneficiary designation.

7 THE COURT: I'm sorry. Was a what?

8 MS. CURTIS: A qualified beneficiary designation.

9 THE COURT: All right.

10 MS. CURTIS: And several other papers were drawn up
11 on August 25th, 2010.

12 There was no notice given to any of the
13 beneficiaries about this qualified beneficiary designation
14 that was to be prepared and signed. And the only way that I
15 found out about it was to ask my sister Anita for copies of
16 trust documents for me to review for a phone conference that
17 had been called by the trust attorneys that was supposed to
18 include my mother and all of her children. My brother Carl
19 was never notified of this phone conference.

20 THE COURT: Was he at the time still in a coma or
21 incapacitated?

22 MS. CURTIS: No, sir. He was not in a coma, but he
23 was still in the hospital.

24 THE COURT: Okay.

25 MS. CURTIS: And my mother also was not in on the

1 phone call.

2 So we had the conference call, and they were
3 definitely absent; and the conference call apparently was
4 called to discuss proposed changes to the trust, when in fact
5 the changes had already been made; and as it boiled down to
6 the end and various parties hung up, they were going to try
7 to have my mother declared incompetent because she said that
8 she did not sign the qualified beneficiary designation and
9 that in fact what the qualified beneficiary designation said
10 was not true.

11 THE COURT: Let me ask you a question before we go
12 forward. What was the purpose -- what did the beneficiaries
13 receive and how were funds, as you understand it, disbursed
14 from the trust prior to this August 25th 2010. How was the
15 trust to be administered?

16 MS. CURTIS: The trust was to be divided into five
17 personal asset trusts; and I believe that each personal asset
18 trust would have a trustee, but I do not think it was the
19 beneficiary.

20 THE COURT: Was that to recognize the five children?

21 MS. CURTIS: Yes.

22 THE COURT: How was your mother to benefit from
23 this? Was she to get some proceeds out of the funds?

24 MS. CURTIS: My mother was to benefit from all of
25 the trusts until she passed way.

1 THE COURT: Okay. And then these five trusts
2 would --

3 MS. CURTIS: Whatever was remaining would be divided
4 five equal ways.

5 THE COURT: Surely.

6 And then your mother died when?

7 MS. CURTIS: 11-11-11.

8 THE COURT: Oh, is that right?

9 And at that time your father was already
10 deceased?

11 MS. CURTIS: Yes, Your Honor.

12 THE COURT: So this telephone conference occurred
13 sometime in August of 2010, just about 14 months prior to her
14 death?

15 MS. CURTIS: It was in October --

16 THE COURT: October.

17 MS. CURTIS: -- of 2010.

18 THE COURT: About 12 months then, 12 or 13 months
19 prior to her death.

20 And so go ahead and pick up there.

21 MS. CURTIS: So, anyway, after the phone conference
22 there was really nothing I could do about anything as far as
23 I could tell; and so, things were relatively quiet until in
24 approximately March of 2011 my sister Anita called and said,
25 "oh, we found some Exxon stock that wasn't in the trust; and

1 so, some of it will be gifted, and then the rest of it, the
2 trust attorneys are going to figure out how to get it into
3 the trust."

4 And so I received 160 shares of that stock.
5 And I was in conversation with sister Carole and was told
6 that she had received some, but she didn't know how much it
7 was because she hasn't opened the envelope.

8 THE COURT: Was it your understanding that the 160
9 shares that you received would have been your one-fifth
10 share? Is that the way it was to be --

11 MS. CURTIS: That's kind of the way I thought about
12 it. Not necessarily my one-fifth share, but that each of us
13 should receive a like amount.

14 THE COURT: Sure.

15 All right. Go ahead.

16 MS. CURTIS: Unbeknownst to me, my sister Carole
17 received 1,300 plus shares and my sister Amy received over
18 1,000 shares.

19 I received 160, Anita received 160; but Anita,
20 as power of attorney beneficiary and trustee, having taken
21 over from my mother in December of 2010, was conflicted and
22 not allowed to accept gifts. So she excused it many months
23 after the fact as being a loan, but she's also not allowed to
24 take loans from --

25 THE COURT: So was she the person doing the

1 disbursing of these shares?

2 MS. CURTIS: Yes, Your Honor, she was.

3 THE COURT: And she disbursed them in the manner, as
4 you understand it, the way you just described it, giving a
5 couple thousand shares to two of your sisters together?

6 MS. CURTIS: Uh-huh.

7 THE COURT: I said "together" meaning added
8 together, and then 160 to you. And what happened, if
9 anything, to do with Carl's share?

10 MS. CURTIS: He got nothing.

11 THE COURT: All right. Okay. Go ahead.

12 MS. CURTIS: So my brother has filed a lawsuit in --

13 THE COURT: Probate court?

14 MS. CURTIS: -- state court and also in probate.

15 It's not a lawsuit, but he has filed from probate as
16 defendant executor. And he has gotten pages and pages and
17 pages of information from my sisters in another lawsuit that
18 it was a pre-suit request for depositions to get information
19 in case they were going to file suit.

20 And they got pages and pages and boxes of
21 information that was not shared with me until March 28th just
22 recently, and this paper here was in some of the documents
23 that they shared with me.

24 THE COURT: What is the title of it?

25 MS. CURTIS: This is a computer share. It's a.

1 THE COURT: Well, let me ask you before you go
2 further. What did you understand to be the access in the
3 trust or the total trust as opposed to the individual five
4 trusts, let's say? What did you understand the gross assets
5 to be? Is that what you set forth in your petition as being
6 the assets.

7 In 2010, you show -- I don't know if you have
8 your petition there with you, but you showed in 2010 there
9 was Chevron/Texaco, Exxon/Mobil, Edward Jones and a total of
10 \$554,000 more or less in the -- I gather is this in the
11 decedent's account.

12 MS. CURTIS: Actually, this is my Request For
13 Injunction.

14 THE COURT: Yes, page 3.

15 MS. CURTIS: Those are just the net changes.

16 THE COURT: These are what you're calling losses
17 then?

18 MS. CURTIS: Yes.

19 THE COURT: So what is the total of the estate? How
20 many? Several million dollars?

21 MS. CURTIS: The farm itself is close to \$3 million,
22 and everything else when my father passed away was about a
23 million-and-a-half.

24 THE COURT: So, it's increased in value to about --

25 MS. CURTIS: By virtue of the farm.

1 THE COURT: F-a-r-m, farm?

2 MS. CURTIS: Yes, family farm in Iowa.

3 THE COURT: That was sold?

4 MS. CURTIS: No, it was not.

5 THE COURT: What's on the farm that's increasing
6 these prices? What are they harvesting?

7 MS. CURTIS: Corn and soybean.

8 THE COURT: Is that for profit or just simply --

9 MS. CURTIS: To my understanding we have a lease
10 with the farmer.

11 THE COURT: Okay. And so lease itself pays a
12 certain amount of money annually or however.

13 MS. CURTIS: Yes.

14 THE COURT: Those assets or that money goes into the
15 estate?

16 MS. CURTIS: I believe so.

17 THE COURT: And that accounts for some of the
18 increase, as you understand them?

19 MS. CURTIS: Yes.

20 THE COURT: All right. So at this point in time,
21 "this point in time" being 2012, there has been a total of
22 338 or 339,000 in assets removed from the estate, and there
23 is still approximately, as far as you know, three-plus
24 million dollars in the estate?

25 MS. CURTIS: Yes, Your Honor.

1 THE COURT: Now, I want to try to close this out
2 just a little bit by asking you: After you received these
3 documents, I gather -- and when you weren't receiving them,
4 obviously, because I recall you filed a suit, and one of the
5 issues was getting your hands on these documents, and you
6 were not able to get those documents until recently, as I
7 understand it?

8 MS. CURTIS: The first time I received any
9 information was in April of 2012, yes.

10 THE COURT: Okay.

11 And since you received those documents, has the
12 fact that you received those documents confirmed what you
13 believe to be improper practices on the part of your, I
14 gather, on the part of your sister Anita?

15 MS. CURTIS: Yes, Your Honor.

16 THE COURT: Is she handling this alone?

17 MS. CURTIS: To my knowledge she is.

18 THE COURT: All right. So it's between her and
19 however her lawyers are handling this that you are concerned
20 about?

21 MS. CURTIS: I assume.

22 THE COURT: And your brother has a ongoing suit
23 presently ongoing?

24 MS. CURTIS: Yes, Your Honor.

25 THE COURT: And what is the status as you understand

1 of that suit, as to how long has it been pending and what is
2 status of that suit?

3 MS. CURTIS: I'm not exactly sure of the dates of
4 how long it's been pending. I think since sometime in
5 February of 2013.

6 THE COURT: Okay. So several months, but not very
7 long.

8 MS. CURTIS: Right.

9 THE COURT: And is he able to get up and about?

10 MS. CURTIS: Yes.

11 THE COURT: Where is he now?

12 MS. CURTIS: At home, I would assume.

13 THE COURT: And have you communicated with him
14 regarding what his approach is?

15 MS. CURTIS: Yes, Your Honor. I have.

16 THE COURT: And, of course, you have not joined his
17 lawsuit?

18 MS. CURTIS: No, I have not.

19 THE COURT: And he has not joined in your lawsuit?

20 MS. CURTIS: No, he has not.

21 THE COURT: Does he have an attorney?

22 MS. CURTIS: Yes, Your Honor, he has.

23 THE COURT: Okay. I gather you now know that some
24 state court, some county court or probate court, someone did
25 something, I gather, to give Anita some authority that you

1 did not know she had. Is that what you have come to the
2 knowledge of?

3 MS. CURTIS: I have come into the knowledge that the
4 purported successor/co-trustees are in fact imposters because
5 the documents that made them successor/co-trustees have
6 digital alterations on them; they have anomalies on the
7 signature pages. I have two different signature pages for
8 the qualified beneficiary designation that were sent to me on
9 two different occasions.

10 THE COURT: Now, whose signatures would be necessary
11 from your perspective to permit her to go forward? This
12 qualified beneficiary designee, this was supposed to be Anita
13 now?

14 MS. CURTIS: It was supposed to divide the estate
15 into five different personal asset trusts. Carole, Amy and
16 Anita were going to be trustees.

17 THE COURT: This was a part of you-all's discussion
18 on the telephone conference as to how this was supposed to
19 work?

20 MS. CURTIS: Well, I wanted to know how it would put
21 into place in the first place because I never received any
22 notice that this was being contemplated.

23 THE COURT: Okay.

24 MS. CURTIS: And come to find out months after the
25 papers were allegedly signed by my mother, my personal asset

1 trust and my brother Carl's were put under the control of Amy
2 and Anita.

3 THE COURT: On what authority or what basis.

4 MS. CURTIS: I don't know. I don't know.

5 THE COURT: Okay.

6 And what happens then or what is happening to
7 those assets?

8 MS. CURTIS: They're spending them.

9 THE COURT: Okay. She, Anita, has authority and can
10 spend those proceeds --

11 MS. CURTIS: Yes, Your Honor.

12 THE COURT: -- based upon what? Is she considering
13 herself the qualified beneficiary designee or something?

14 MS. CURTIS: She is considering herself a
15 successor/co-trustee.

16 THE COURT: Successor/co-trustee.

17 MS. CURTIS: In place of my mother. She did most of
18 the theft while my mother was still alive when she was acting
19 with my mothers power of attorney. My mother supposedly
20 resigned as trustee on December 21st, 2010, and my sister
21 accepted successor/trustee. And my sister's also a
22 beneficiary, so she's got a conflict of interest there.

23 THE COURT: So since 2010 you are not aware of, I
24 gather you're saying you're not aware of the division of the
25 estate at least designating your portion as being your full

1 one-fifth of the estate?

2 MS. CURTIS: I have never received a notice.

3 THE COURT: You are not aware that that has been
4 done. In other words, you don't know that that has been
5 done?

6 MS. CURTIS: No, I do not.

7 THE COURT: And you're not in charge of that, those
8 assets?

9 MS. CURTIS: That's correct.

10 THE COURT: And so here's my question: What is it
11 that you're seeking by this lawsuit?

12 MS. CURTIS: I am seeking that my sister and those
13 who have received unfair distributions to return the money.

14 THE COURT: Okay.

15 MS. CURTIS: I would like them to pay back all of
16 the interest that was lost on the securities that were cashed
17 in during that 15 months and spent, diverted to other things.

18 THE COURT: All right.

19 MS. CURTIS: And I would like it to be divided five
20 ways and for the five beneficiaries to go their separate
21 ways.

22 THE COURT: And what have you been told, if
23 anything, even today, if anything, that has prevented this
24 from happening?

25 MS. CURTIS: I have been told nothing.

1 THE COURT: And you've talked with their counsel,
2 have you not?

3 MS. CURTIS: Yes, I have.

4 THE COURT: And did you ask him about these
5 questions or did you put these questions to him?

6 MS. CURTIS: No, I did not.

7 THE COURT: What were you asking? What was the
8 nature of what you all were trying to accomplish as far as
9 this injunction is concerned?

10 MS. CURTIS: We were trying to come up with a reason
11 why we would not go forward with the injunction hearing. And
12 I had five or six other alternative ways of resolving this.
13 And he left the room to speak to his clients, and they would
14 not agree to them.

15 THE COURT: What are you seeking now? What are
16 those ways that you are seeking, and what is it that you want
17 to happen here today?

18 MS. CURTIS: I wanted to have an independent trustee
19 appointed.

20 THE COURT: All right. And that was refused.

21 Okay. What else?

22 MS. CURTIS: I wanted to know who, if any, special
23 co-trustee was appointed as per this qualified beneficiary
24 designation.

25 THE COURT: I'm sorry. Say that again.

1 MS. CURTIS: There was provision in the qualified
2 beneficiary designation for a special co-trustee or a trust
3 protector; and so, I suggested that maybe the trust protector
4 take it over as the trustee.

5 THE COURT: All right. Okay.

6 MS. CURTIS: And the other reason was just similar
7 to that. The Court could appoint an independent trustee who
8 the defendants would have to obtain approval for any of their
9 actions.

10 The Court could enjoin the trustees from acting
11 without approval of the Court or express written approval
12 from all five beneficiaries.

13 The Court could enjoin trustee from acting
14 unless and until they can show they're in possession of
15 authentic documents by submitting the documents purportedly
16 signed on August 25, 2010 and December 21st, 2010 for a
17 forensic analysis because the copies that we have have all
18 been digitally altered and the signatures are fake.

19 THE COURT: Okay.

20 MS. CURTIS: I also asked originally if I could
21 please know the identification and contact information for
22 the trust protector, and I was told that the provisions for
23 the trust protector were at section such and such in the
24 qualified beneficiary designation, but I didn't get a
25 straight answer.

1 THE COURT: So there is a document called "qualified
2 beneficiary designation"?

3 MS. CURTIS: Yes, Your Honor.

4 THE COURT: And you do or do not have a copy of
5 that?

6 MS. CURTIS: I do have a copy of it but not with me.

7 THE COURT: And you have been told that in -- when
8 were you told this, today? When were you told where this
9 provision about the special protector or co-trustee protector
10 was located?

11 MS. CURTIS: In early 2012.

12 THE COURT: And you were told where to find it?

13 MS. CURTIS: I was told where to find the
14 provisions, but I asked for the identity.

15 THE COURT: Okay. The identity of that person has
16 not been given to you?

17 MS. CURTIS: That is correct, or if there even is.

18 THE COURT: If there is such a person.

19 All right. So that's what you're seeking in
20 terms of your request for benefit -- for the injunction
21 today; is that correct?

22 MS. CURTIS: Yes, Your Honor. I'm seeking that we
23 stop the bleeding until we can get to the bottom of it.

24 THE COURT: Have you received any funds from the
25 trust since 2010? I'm talking about since the death of your

1 mother.

2 MS. CURTIS: No, Your Honor. I have not.

3 THE COURT: You have made it known to -- have you
4 communicated with your sister -- that's Anita, I believe --
5 about that?

6 MS. CURTIS: I am not allowed to speak to Anita --

7 THE COURT: Why not?

8 MS. CURTIS: Except through her attorneys.

9 THE COURT: Well, that's untrue. That's your
10 sister.

11 MS. CURTIS: Well, that's the way I feel about it,
12 but I'm told I'm not allowed to speak to them, and they won't
13 talk to me.

14 THE COURT: Who told you this? Who told you this,
15 that you can't contact her?

16 MS. CURTIS: I inferred that from --

17 THE COURT: Did she tell you that, is what I am
18 asking?

19 MS. CURTIS: No. She didn't tell me that because
20 she hasn't spoken to me.

21 THE COURT: Well, have you tried to speak to her?

22 MS. CURTIS: Yes, Your Honor, I have.

23 THE COURT: What happens when you try to speak to
24 her?

25 MS. CURTIS: I call. She doesn't answer. I leave a

1 voice mail, she doesn't call me back.

2 The same thing happened with my other sister
3 Amy. I called and left a voice mail. She did not return my
4 call. This was more than a year ago.

5 THE COURT: So they refuse to speak to you about
6 this is what you are saying?

7 MS. CURTIS: Yes, Your Honor.

8 THE COURT: Go ahead and have a seat. Thank you.
9 Counsel.

10 MR. VIE: Yes, Your Honor.

11 THE COURT: Why can't you come to some
12 accommodation?

13 MR. VIE: Here's the situation. I just want to give
14 you a little bit of background so that you understand in
15 terms of the exhibits I put before you.

16 THE COURT: I don't have any exhibits yet. Well,
17 some paper put up here.

18 Oh, the list. I see.

19 MR. VIEW: Yes, sir.

20 THE COURT: I haven't read these.

21 MR. VIE: Just to provide some assistance in
22 answering your question, Your Honor. Exhibit 1 is a 60-or-so
23 page document. That is the family trust document.

24 THE COURT: All right.

25 MR. VIE: And on page 1 of the document it says that

1 her father and mother had created a trust, it's an
2 irrevocable trustee, and that the initial trustee shall be
3 Anita Kay. So, Anita is the trustee under this document.

4 Because you heard a lot about this qualified
5 beneficiary designation.

6 THE COURT: No. I heard about the co-trustees.

7 MR. VIE: So I wanted the Court to understand that
8 this document --

9 THE COURT: Let me ask so we don't go down a rabbit
10 trail. Was there a point in time when Carl was the
11 co-trustee?

12 MR. VIE: I'm sorry?

13 THE COURT: Was there a time when Carl, the brother,
14 was the co-trustee?

15 MR. VIE: I don't know if that -- I don't know with
16 respect to this document if that's correct or not.

17 I understand that at one point there was a
18 communication from the mother where she considered other
19 family members serving in her role. But the documents that I
20 have given you, the second exhibit that I have given you is
21 where with respect to the mother's living trust while she was
22 alive, she decided to have Anita appointed as her successor
23 trustee instead, and then they created this certificate of
24 trust.

25 THE COURT: That would have been relative to the

1 entirety of the irrevocable trust or was it simply her
2 portion of the assets?

3 MR. VIE: It was with respect to the living trust
4 that was created when she --

5 THE COURT: No, no, no. Here's what I am saying.
6 The father is now deceased.

7 MR. VIE: Yes.

8 THE COURT: His wife entered into a irrevocable
9 trust, and either he leaves all of you that in the trust to
10 her benefit or his share goes into some other, goes into a
11 trust for the children at that point.

12 So what happened?

13 MR. VIE: The father and mother created the
14 irrevocable trust, which I have identified as Exhibit 1.

15 THE COURT: Okay.

16 MR. VIE: When the father died, his assets went into
17 this living trust where their mother had assets to the
18 living -- there was a sub trust created, a successor trust
19 and a decedent's trust. The mother had that.

20 THE COURT: So she has all of the assets at that
21 point?

22 MR. VIE: Yes. And the mother was able to make
23 gifts and did make gifts to a number of the family members.
24 So when the plaintiff was referencing the \$13,000 gift that
25 she received and the others, these were gifts that her mother

1 while alive had directed. And my client Anita, as the
2 successor trustee under this appointment, Exhibit 2, would
3 make those transactions occur. But these were gifts from the
4 mother.

5 And then the mother dies, and this irrevocable
6 trust --

7 THE COURT: And did the mother die, according to
8 what Ms. Curtis is saying, in December more or less, I guess?

9 MR. VIE: November of 2010, Your Honor.

10 THE COURT: November of 2010, okay.

11 MS. CURTIS: 2011.

12 THE COURT: 2011.

13 MR. VIE: 11-11-2011.

14 THE COURT: Right.

15 MR. VIE: After that point, then Anita as trustee
16 prepares a schedule of the estate, the context of the mother,
17 and that money was going into the family trust; and that's
18 one of the exhibits that she's attached.

19 THE COURT: Well, wait a minute. What money is
20 going into the family trust? Because now this trust, the
21 trust that exists that is handling all this is the mother's
22 living trust, right?

23 MR. VIE: No, Your Honor. When she died, the living
24 trust no longer exists.

25 THE COURT: Oh, obviously.

1 But before that, all of the assets were going
2 into the living trust for the mother.

3 MR. VIE: Right.

4 THE COURT: And now the mother dies in November of
5 2011, and then what happens?

6 MR. VIE: Then we have the family trust, and there
7 is created again a sub trust of a survivor's trust and the
8 decedent's trust.

9 THE COURT: And the family trust now reverts back to
10 the irrevocable trust?

11 MR. VIE: Yes, Your Honor.

12 THE COURT: And in the irrevocable trust or in that
13 trust there is a provision that says how those, how that
14 trust is to be divided into five distinct trusts for the
15 children?

16 MR. VIE: My understanding is that there is a
17 document under this complicated plan by which each of the
18 individual beneficiaries, the five children, the four
19 daughters and the son, they would have these asset trusts.
20 Those trusts have not been created.

21 THE COURT: Well, I am asking whether or not as a
22 part of the -- as to your understanding, you have read it, is
23 that a part of what the family trust required as far as you
24 know? You said there's a document like it's some separate
25 thing.

1 MR. VIE: Well, there's a -- I understand, Your
2 Honor.

3 It's a rather long document. I understand and
4 agree we are that the conclusion of this trust now at this
5 point is to divide the assets to the five beneficiaries, and
6 then each of their assets go into these asset trusts.

7 THE COURT: Separate and distinct from each other
8 and for the benefit of each of the designated beneficiaries.

9 MR. VIE: Yes.

10 And as the plaintiff suggested, I believe the
11 situation is that her trust, for example, she is not a
12 trustee. One of her siblings is the trustee.

13 THE COURT: Even after it's divided off and given to
14 her?

15 MR. VIE: Yes. And in these asset trusts, other
16 members --

17 THE COURT: So someone who has a trust, like Anita
18 herself, would have her own separate and distinct assets?

19 MR. VIE: Yes, sir.

20 THE COURT: And she'd be in charge of her own
21 assets?

22 MR. VIE: No, no. There would be -- somebody else
23 would be the trustee.

24 THE COURT: Of all of these five trusts?

25 MR. VIE: Yes -- no, of each.

1 THE COURT: Who is "someone else?" I mean --

2 MR. VIE: Well, for example, Carl's could be Anita
3 and Amy's could be Carole.

4 THE COURT: But the documents say how this happened,
5 though.

6 MR. VIE: These trusts have not been created yet.
7 There has been no distribution.

8 THE COURT: I understand that. You are telling me
9 that, but I am trying to find out whether or not the creation
10 of these trusts require these beneficiaries to have someone
11 else in charge of their money.

12 MR. VIE: That is my understanding. And she can
13 correct me if I am wrong, and my clients can correct me as
14 the trustees if I'm wrong.

15 THE COURT: So Anita -- somebody would be in charge
16 of Anita's?

17 MR. VIE: Yes. That's right.

18 THE COURT: And then somebody else would be -- and
19 Anita would be in charge of somebody else's?

20 MR. VIE: That's my understanding.

21 THE COURT: And these kids -- and they're not kids
22 anymore, but these five siblings would be at each other's
23 throats for the rest of their lives because --

24 MR. VIE: No. They'd each have their own --

25 THE COURT: Well, no. They got them, but they're

1 not in charge of it, is what I understand.

2 MR. VIE: All right.

3 THE COURT: That's what I am trying to say. In
4 other words, I'd have to call my sister to get my money.

5 MR. VIE: What I know about the asset revocable --
6 the asset trust is they have not been created yet.

7 As the Court heard, there are two lawsuits.
8 There is this lawsuit and there is her brother's lawsuit. We
9 are not parties to her brother's lawsuit. Her brother's
10 lawsuit is brought in his capacity as the executor of his
11 father's and mother's estates. It's in Harris County
12 District Court. We're not parties to it.

13 THE COURT: Well that would be either the product of
14 a will being probated --

15 MR. VIE: Yes, sir.

16 THE COURT: -- or it would be the product of an
17 intestate proceeding. Which is it?

18 MR. VIE: The will has been probated.

19 THE COURT: So there is a will probate separate and
20 apart from the trust?

21 MR. VIE: Yes, Your Honor.

22 THE COURT: And how does that overlay on the trust
23 since all of the assets are in the trust?

24 MR. VIE: Well, I don't know that it overlays; but
25 what I am trying to suggest to the Court is: One, since the

1 mother died, there has been no distributions to anyone,
2 not --

3 THE COURT: I get that. I am trying to figure
4 out --

5 MR. VIE: Since you haven't seen the distribution, I
6 wanted the Court to understand that no one has.

7 THE COURT: But somebody got some money out of it or
8 there has been a loss in value to the trust itself.

9 MR. VIE: She says that the stock that was invested
10 with the brokerage houses may have lost money, is one of the
11 things that she suggested in her motion.

12 THE COURT: Right.

13 MR. VIE: My point was to suggest that there has
14 been no distributions since the mother died from the trust
15 that Anita is the trustee for to anyone.

16 THE COURT: And you said the one that Anita is in
17 charge of. What is Anita in charge of?

18 MR. VIE: Exhibit 1.

19 THE COURT: Okay. The entirety?

20 MR. VIE: Yes, sir.

21 THE COURT: That's what I am trying to get to.

22 MR. VIE: Yes.

23 THE COURT: Okay.

24 MR. VIE: And it's unlikely there will be any
25 distributions until both this suit is resolved and her

1 brother's suit that he brought.

2 THE COURT: Well, this suit might resolve it.

3 That's not their concern.

4 But what I am trying to find out is whether or
5 not in the -- the question I was trying to get back was in
6 the Carl's suit, I guess in probate court, whether or not
7 that suit, which did not come up in the responses in the way
8 that I understood it, whether or not that suit that impact
9 whether or not this Court should be proceeding with this
10 trust.

11 MR. VIE: No, Your Honor.

12 THE COURT: So it's separate and apart since the
13 probate's completed.

14 MR. VIE: The probate has been filed. The suit is
15 brought by him in his capacity as executor.

16 THE COURT: Is he without bond and independent?

17 MS. CURTIS: Yes.

18 MR. VIE: He's an independent executor. He is
19 bringing the suit against the attorneys.

20 THE COURT: So he doesn't need to do anything else
21 other than file it and do this accounting and all of that and
22 then do whatever the will tells him to do.

23 MR. VIE: The litigation that he has brought is
24 against the attorneys that created these trusts.

25 THE COURT: That's not even -- that's separate and

1 distinct from this lawsuit.

2 MR. VIE: Okay.

3 THE COURT: And it's separate and distinct from the
4 estates because that's a malpractice lawsuit.

5 MR. VIE: Yes, sir.

6 THE COURT: Okay. So I am not concerned about that
7 at all.

8 I was trying to make sure when he brought his
9 suit, he was not simply arguing that somehow Anita had
10 finagled her way into this position and she had squandered
11 certain assets and then we've got these parallel lawsuits.

12 MR. VIE: I understand, Your Honor. And that was my
13 point as well was to let you know that we are not parties to
14 that litigation, it's not a claim in that litigation as the
15 claims are --

16 THE COURT: And neither is the plaintiff here a
17 party to that litigation.

18 MR. VIE: That is correct, Your Honor.

19 THE COURT: Okay.

20 So, the only suit that's pending dealing with
21 the assets of these parent's estate is this lawsuit.

22 MR. VIE: Yes, Your Honor.

23 THE COURT: All right.

24 So what the plaintiff is saying on page 3 of
25 her petition having to do with the December dates of 10, 12

1 and so on and what she considered to be "losses of the
2 estate" are losses that I gather are decreases in assets that
3 would be attributable to movement in the market.

4 MR. VIE: That is the specific. And, Your Honor,
5 you are referring to the complaint or to the motion that has
6 been filed for temporary relief?

7 THE COURT: I'm looking at the motion right now.
8 That should be Instrument No. 35.

9 MR. VIE: Yes. With respect to that, there is an
10 argument being made there that there has been a loss and it
11 is the result of the investment of the securities.

12 THE COURT: You made a comment earlier that until
13 the other lawsuit and this lawsuit is resolved. That lawsuit
14 has nothing at all to do with the resolution of this estate.

15 MR. VIE: Well, I --

16 THE COURT: I'm telling you that.

17 MR. VIE: Okay.

18 THE COURT: There is nothing that should -- there is
19 nothing going on in Carl's suit that prevents these parties
20 from following what they have been instructed to follow in
21 the trust document.

22 MR. VIE: Okay. I understand if that's the
23 Court's direction.

24 THE COURT: Is there something that I am missing?

25 MR. VIE: Not that I am aware of, Your Honor.

1 THE COURT: That's a malpractice suit. And they
2 get some money out of it, either he gets it or maybe he
3 distributes it among his brothers and sisters, but it doesn't
4 have anything to do with the distribution of this estate.

5 MR. VIE: My understanding -- the reason that I
6 understood the case to be differently is that I understood
7 that the purpose of the litigation that he had brought in
8 state court was claiming that the attorneys who created these
9 trusts had done so improperly so that we were in a situation
10 in which we are here before this Court, and the Court is
11 suggesting we should wind this thing up and distribute to all
12 the beneficiaries.

13 THE COURT: It's going to be wound up. It's going
14 to be wound up in this court.

15 Here's what I'm suggesting. I am suggesting
16 that this will not become a feast and famine, feast for the
17 lawyers and famine for the beneficiaries in this Court where
18 we are sitting around churning the time out and the parties
19 are charging out of that lawsuit, defense of that lawsuit,
20 which you are not doing, apparently, unless -- are you the
21 lawyer that created the trust?

22 MR. VIE: No, Your Honor.

23 THE COURT: So that's a separate law firm.

24 MR. VIE: Yes, Your Honor.

25 THE COURT: Yeah. So there is no reason for you to

1 be or your firm to be involved in the expenditure of that, of
2 monies out of that lawsuit.

3 MR. VIE: And we aren't, Your Honor.

4 THE COURT: And there is no reason for Ms. Curtis to
5 be concerned about spending money out of her assets for that
6 lawsuit.

7 MR. VIE: Understand.

8 THE COURT: So, you can distribute what you got
9 whether you get some more or not. It doesn't require -- this
10 is not a probate where you got to gather everything together
11 because everything is together.

12 MR. VIE: Okay.

13 THE COURT: The entire estate is together.

14 MR. VIE: Yes, Your Honor.

15 THE COURT: And if there is a lawsuit, and it's
16 questionable whether or not Curtis has a lawsuit or not
17 because he wasn't the creator and the payor for that creation
18 of that trust.

19 So, the point I am making is, obviously he had
20 no contractual relationship with the firm, and it's going to
21 be seriously flawed -- seriously difficult for him to sue for
22 malpractice when he wasn't -- when there is no
23 attorney/client relationship.

24 MR. VIE: Understood, Your Honor.

25 THE COURT: So, the point I'm getting to here is

1 under this trust that is situated here, what my plaintiff,
2 Ms. Curtis, I believe is saying is that she is, these assets
3 are not being distributed, and she's of the opinion that
4 there is something untoward going on, whether that's true or
5 not.

6 MR. VIE: Yes, Your Honor.

7 THE COURT: And that there is no reason why she
8 should be standing out in the field trying to get information
9 about this trust and the distribution of these assets when
10 she is equally entitled to any and all information just like
11 Anita or anybody else.

12 MR. VIE: I understand that.

13 THE COURT: So, what is it then that prevents these
14 parties from right now settling this suit?

15 MR. VIE: From settling it?

16 THE COURT: Yes. All they got to do is distribute
17 the assets.

18 MR. VIE: Two things, Your Honor. And it's just my
19 observation, because obviously the Court does not have to
20 agree with me.

21 THE COURT: Sure.

22 MR. VIE: I provided the underlying documents that
23 support the schedule that the plaintiff has attached to this
24 motion for temporary relief. I have given her yesterday, in
25 response to her request for production, some 5,000 pages.

1 She has told me that she wants to examine
2 those, all of those underlying documents, stock transfers,
3 checks and everything else.

4 You have heard from the plaintiff that she
5 believes this very instrument is false.

6 THE COURT: "This very instrument" meaning the
7 family trust?

8 MR. VIE: Family trust. That it's a forgery or that
9 documents have been forged.

10 And I have offered, in response to the request
11 for production, to make the originals, which I understand the
12 trust attorney, those attorneys in the other lawsuit, to make
13 those available for inspection and copying so that she can
14 see them and satisfy herself that the underlying trust is in
15 fact a legal and appropriate trust.

16 THE COURT: Okay.

17 MR. VIE: So that was one of the --

18 THE COURT: And that the signatures have not been
19 forged or at least they're original signatures.

20 MR. VIE: Yes. In other words, one problem of
21 trying to settle the disposition of the trust today is that
22 the plaintiff disputes the accuracy of the accounting and the
23 accuracy and legitimacy of the trust.

24 THE COURT: Right.

25 MR. VIE: And so, that was one issue.

1 The second issue, respectfully, is that I
2 understood that given that the Harris County litigation
3 contested the accuracy and validity of the trust, that again
4 there was a risk of inconsistent positions if we were to
5 treat the trust as valid and fund this while they litigated
6 over in Harris County.

7 THE COURT: They don't have jurisdiction over there.
8 I do. That's what the circuit court has told me. And that's
9 the part that you said I might disagree; and you're right, I
10 do.

11 I would not sit here and wait on somebody
12 Harris County to figure out whether or not they have
13 jurisdiction over an issue, which they do, but they don't
14 have jurisdiction of the assets.

15 MR. VIE: I wasn't thinking as much of the
16 jurisdiction, Your Honor, as I was thinking of the risk of
17 inconsistent judgments. In other words --

18 THE COURT: Not if I get it resolved, there won't be
19 any inconsistent to resolve.

20 If they get it resolved, then it probably won't
21 be inconsistent because I'm obligated and then obliged to
22 follow at least theoretically the findings of any court of
23 competent jurisdiction.

24 MR. VIE: Yes, Your Honor.

25 And the third issue, which I don't think would

1 give the Court pause but is something I thought of, is the
2 fact that all the beneficiaries are not parties to this
3 litigation.

4 THE COURT: That won't bother me at all because I do
5 have authority and jurisdiction over the person who you tell
6 me has the duty and the responsibility to act.

7 MR. VIEW: So those are my --

8 THE COURT: That's it.

9 So, I want this resolved within 90 days. And
10 if I have to appoint a trustee or somebody to handle this
11 and get it done, I'll do it. It will cost the estate. And
12 if I find that there has been mischief, it is going to cost
13 individuals. And that will be a separate and distinct
14 hearing.

15 So what I am telling the parties, and I am
16 saying to you and to all those who have ears to hear, that
17 this matter is going to get resolved. It's not going to turn
18 into one of these long, drawn-out episodes like the ones we
19 see on TV that go on for years where lawyers make money and
20 people walk away broke.

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Who is doing the accounting in this
23 process? Has anybody put their arms around the assets and
24 made any accounting at all?

25 MR. VIE: There is a CPA in Iowa that prepares the

1 tax returns each and every year for the estate, and we are
2 getting --

3 THE COURT: How they get in Iowa? Is that where the
4 family was from originally?

5 MR. VIE: The parents, yes, Your Honor. And the
6 farm, as you heard, is in Iowa.

7 THE COURT: Okay.

8 MR. VIEW: And so, there is a CPA who has been
9 involved throughout this period and files the trust income
10 tax returns, and he is available.

11 MS. CURTIS: I object to that.

12 THE COURT: Hold on.

13 Go ahead.

14 MR. VIE: I think I have answered the Court's
15 question.

16 THE COURT: Yes.

17 MR. VIEW: And would have the most, would have the
18 best familiarity beyond --

19 THE COURT: How much money does he generally charge
20 for his annual -- I guess he does his annual filings of
21 reports. Is this something that's pretty cursory or --

22 MR. VIEW: I'm sorry. And there is a distinction.
23 The documents that are attached as the schedule in that
24 accounting that are attached to the motion that has been
25 filed for injunctive relief, temporary schedules.

1 THE COURT: Those were prepared?

2 MR. VIE: By the defendant, by Anita in her capacity
3 as trustee.

4 THE COURT: Okay.

5 MR. VIEW: I was responding to the Court's question
6 in terms of who's the best person that could get their hands
7 around it and that type of thing.

8 The CPA in Iowa obviously has to know all of
9 the information available to the trust so that he can file
10 the tax returns. He also pays and makes sure that the
11 profits --

12 THE COURT: Then that might not be a good thing for
13 me because I don't have jurisdiction over him.

14 MR. VIE: Okay.

15 THE COURT: But what I wanted to know was whether or
16 not there was a person here locally, since I believe the
17 defendants are here locally. They don't have a local CPA who
18 is in charge of the estate.

19 MR. VIE: That's correct, Your Honor.

20 THE COURT: That would be Anita herself.

21 And then as far as the tax returns and all that
22 annually which goes on, whether you got money or not, that
23 would be done by the accountant in --

24 MR. VIE: Sioux City, Iowa.

25 THE COURT: Yeah, in Iowa.

1 And excuse me. What were you about to say?
2 You disagree with what, Ms. Curtis?

3 MS. CURTIS: I disagree with allowing Rick Rickers,
4 who is --

5 THE COURT: Is that the attorney?

6 MS. CURTIS: -- our cousin. He's the accountant in
7 Iowa.

8 THE COURT: He's your cousin?

9 MS. CURTIS: He's our cousin.

10 THE COURT: Okay.

11 MS. CURTIS: He is also apparently the manager of
12 the farm, and he began to file the tax returns --

13 THE COURT: I've already said probably enough to
14 give you some pause, to allay those concerns. But these are
15 other reasons why he should not be doing accounting. He has
16 a conflict of interest.

17 MS. CURTIS: One reason why he should not be doing
18 the accounting is because I have reason to believe that the
19 farm lease, taking it away from the buyers, who were my
20 father's very close friends, was notarized with a signature
21 that was not my father's. I have not been able to look at
22 that yet. I only have emails that purport that, but I would
23 like to get copies of those.

24 THE COURT: Let me address a couple of things.

25 First of all, when we don't have information,

1 we can imagine a lot of things that may or may not be true,
2 Okay?

3 MS. CURTIS: Yes.

4 THE COURT: That could be. I mean, all kind of
5 thoughts and ideas go through our head when they don't have
6 the information.

7 Here's what this Court cannot do. This Court
8 cannot chase after each of your concerns. You have got
9 enough money, you can hire anybody you want to do any kind of
10 investigation you want done.

11 What I intend to do based upon the mandate from
12 the circuit court is to try to address the concerns that you
13 have. And they just can't be accusations, and I don't have
14 any interest -- when I say I don't have any interest, I have
15 an interest in outcomes, but I don't have an interest in the
16 case so that I'm supposed to be doing things that would
17 accomplish something for you except upon your filed
18 documents. It's in your best interest, and I think I talked
19 to you on the phone conference --

20 MR. VIE: Yes.

21 THE COURT: -- with both of you on the phone as
22 well, that really this is not a matter that you should be
23 trying to handle yourself. You should hire an attorney to do
24 it for you, or at least part of it for you.

25 Now, I believe that it's in the Court's best

1 interest to preserve the assets of the estate and to bring to
2 a point a going-forward process that this Court appoint
3 someone to do an accounting of the assets and then make that
4 accounting to the Court.

5 Now, you don't have to agree with me, but it's
6 going to be an accounting of what the assets are. Whether
7 something has been taken or mismanaged or mishandled is not
8 going to be a part -- that's not the kind of accounting
9 that's going to go on here.

10 What is, and that is what's invested, where
11 it's invested and how it's invested is going to be the
12 Court's concern. Once that accounting is in place, the
13 question is whether or not the Court is going to be required
14 or whether or not Ms. Brunsting will go forward in her
15 capacity or not.

16 If she fails, then the Court will direct or put
17 someone else in that position to do that, to move into this
18 area or division so that the assets can be distributed or
19 whatever beneficiaries. That's where I am in this case, and
20 that's where the circuit court I believe has me. So I think
21 it's in all of our best interest to appreciate this process.

22 In light of that, the Court is of the opinion
23 that there are no expenditures that should be made unless
24 they're made upon the approval of the Court. So, in other
25 words, if Mr., up in Utah --

1 MR. VIEW: Iowa.

2 MS. CURTIS: Rickers in Iowa.

3 THE COURT: Mr. Rickers needs to pay the farmer. We
4 used to call those sharecroppers sort of. It's a kind of a
5 sharecropper thing where someone comes in farms the land and
6 you get a percentage of it. If Mr. Rickers and the
7 sharecroppers and others need to pay out bills and things,
8 they should be petitioning the Court for that. That's where
9 we are now.

10 We're at a point where I'm going to have to
11 take charge in order to make sure that what I am doing has
12 sanctity and has, well, trust going forward. What I am going
13 to do is simply to try to make sure that the parties are all
14 going to have equal standing and footing in this process. So
15 that's part of what I am going to do. I'm going to enter an
16 injunction in that regard.

17 Now, anybody who claims they want to bill the
18 estate for something, whether it's lawyers or not, I am
19 concerned about whether or not your bill should be paid by
20 the estate because of this circumstance.

21 MR. VIE: I understand.

22 THE COURT: If the parties are going to agree, if
23 the parties are going to come together and agree that your
24 fee should be paid, then we should then move to a situation
25 where we have a mediator in place or a designee in place who

1 will then make sure that if Ms. Curtis needs counsel, she can
2 get that. That equally would be paid out of the estate.

3 It would not include Curtis because I am not
4 going to be involved in the litigation of whether or not this
5 is a good trust or not. I'm going to presume that it's a
6 good trust, and I am going to go forward from there. If
7 Curtis proves otherwise, he can get that money from the
8 lawyers, and that would be certainly to his advantage or
9 benefit.

10 MS. CURTIS: Are you talking about my brother Carl?

11 THE COURT: Yes. I said Curtis. I meant Carl. I
12 apologize. You can see I'm struggling here.

13 MS. CURTIS: Too many C's.

14 MR. VIE: For the record, is it 90 days, Your Honor?

15 THE COURT: Yeah. I said we should try to wrap this
16 up in 90 days, but I believe that if I appoint -- and you can
17 suggest someone. I don't know if you know someone. Just
18 give me a couple names. If not, I will designate someone to
19 do this and enter an order to that effect.

20 It may be that because of the lack of trust
21 that it may not need to be, unless both of you are
22 designating somebody that you can agree upon, it may be
23 better for me to have some person independent of the sides
24 unless you all can agree upon the person or firm that should
25 take care of this business.

1 MR. VIE: So we will get together and try to arrive
2 at an agreed CPA that could provide the accounting the Court
3 requests.

4 THE COURT: Sure. And we have a lot of them here in
5 Houston just like we got -- I don't know anybody in
6 California, but I want somebody I have got some jurisdiction
7 over.

8 MR. VIEW: So if we're unable to do so we'll notify
9 the Court we were unable to reach an agreement?

10 THE COURT: Sure. And you need to do that by the
11 end of the week.

12 MR. VIEW: Yes, Your Honor.

13 THE COURT: You are going to be here what, today?

14 MS. CURTIS: I leave at 4:00 o'clock.

15 THE COURT: 4:00 o'clock today. Well, then you need
16 to talk fast and see if you all can agree. Maybe you should
17 talk over lunch. That way you can kind of size each other
18 up. Eating together sometimes brings out good things.

19 And so, if you will do that by the end of the
20 week, I will then prepare an order entering a temporary
21 retraining order against the expenditure of any funds.
22 Notice will be not just to you but to you in terms of Anita
23 because I think she holds the purse in this situation. If
24 there is any money to be paid to anybody up in Utah or
25 anyplace else, she would be person who would authorize it or

1 do it.

2 The accountant isn't do it, as I understand it,
3 right?

4 MR. VIE: No. He is just preparing the necessary
5 documents.

6 THE COURT: Right. So the purse strings here in
7 Houston, she can certainly prepare through you whatever
8 documents are necessary for parties to be paid.

9 MR. VIEW: Yes, Your Honor.

10 THE COURT: And then hopefully that report can get
11 done in 30 or 40 days, and then we can have a hearing. If
12 there is some dispute about summary areas of the report, we
13 can have a hearing about that. If there is a memorandum or
14 recommendation as relates to how to go forward with this
15 "asset trust," that is the distribution, we can do that.

16 If the parties can reach an accommodation as to
17 how those assets ought to be dealt with, how silent a trust
18 and they all sign off on it, we can do that. It's just a
19 matter of how you want to do it. The trust is not going to
20 control unless you want it to control at this point.

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Under the circumstances, it seems to me
23 there's going to be a continuous bickering and mistrust.

24 Anything else?

25 MS. CURTIS: No, Your Honor.

1 MR. VIEW: No, Your Honor.

2 THE COURT: Let me have Ms. Anita Brunsting come
3 forward.

4 Good morning. Did you drop something on your
5 foot?

6 MS. BRUNSTING: I broke my foot.

7 THE COURT: Raise your right hand.

8 Do you solemnly swear or affirm that any
9 testimony you will give in this case will be the truth, the
10 whole truth, nothing but the truth so help you God?

11 MS. BRUNSTING: I swear.

12 THE COURT: You've heard the discussion here in the
13 courtroom, have you not?

14 MS. BRUNSTING: (Indicating in the affirmative.)

15 THE COURT: And I know that you have got counsel,
16 and you can speak with him about the implications and
17 concerns that the Court has about making sure that the assets
18 are accounted for. And you certainly can work through him on
19 any matters that you need to address to the Court. And, of
20 course, counsel understands that he is to communicate both
21 with the Court and with Ms. Curtis on any matters that he is
22 presenting to the Court.

23 Is there any question about anything I have
24 said -- I don't mean disagreement because you can certainly
25 disagree with me about anything -- but is there any question

1 that you might have about anything I've said that you need me
2 to answer, or certainly you have your attorney present.

3 MS. BRUNSTING: I need the trust account to pay.
4 I've got the forms from the CPA. Can I move forward on that?

5 THE COURT: I think you should probably file a short
6 motion and simply serve a copy of it on opposing counsel, Ms.
7 Curtis, and forward it with a short order to me, and that
8 wouldn't be a problem. This should be based upon the tax
9 forms.

10 MR. VIE: Yes, sir.

11 And in terms of notice to the Court -- I'm
12 sorry, not notice to the Court, the Court directing notice,
13 do I notify the other beneficiaries?

14 THE COURT: Absolutely.

15 MR. VIE: Okay.

16 THE COURT: Even though they're not a party, they
17 are beneficiaries and we should keep them in the loop.

18 MR. VIEW: I just wanted to bring that up.

19 THE COURT: Yeah. Should be in the loop because it
20 doesn't make sense for us to have to go back and pull them
21 forward a month.

22 MR. VIE: I will prepare appropriate submissions for
23 payments that I would like. If the Court will approve it,
24 then the trustee will make the payments.

25 THE COURT: Are these to be paid on or before April

1 15th or is there another cycle?

2 MS. BRUNSTING: No, by April 15th.

3 THE COURT: All right. So either they will get to
4 me on Thursday or whatever, and I'll sign off on them, on the
5 motion and the order, and that shouldn't be a problem.

6 You are not going to have to liquidate any
7 assets to deal with that, are you?

8 MS. BRUNSTING: No. We have a checking account with
9 enough that I can pay it.

10 THE COURT: Right.

11 MS. BRUNSTING: What about any incoming? The farm
12 is rented, so we get a check twice a year.

13 THE COURT: Your function and role is to make those
14 deposits as they come in.

15 MS. BRUNSTING: So I can continue to deposit them?

16 THE COURT: Continue depositing. All I am trying to
17 do is control the outgo. What comes in as an expense is what
18 counsel needs to see, and they have a proper and appropriate
19 motion.

20 And if these things come in -- if this is a
21 once a month kind of sit down and write out the bills kind of
22 thing, then that's the way he should probably handle it. At
23 some point just sit down and you prepare a list of things
24 that you need to have done and certainly provide the forms or
25 whatever you need.

1 MR. VIE: Yes, Your Honor.

2 MS. BRUNSTING: Okay.

3 THE COURT: All right. Thank you very much.

4 All right, counsel. That's all I have. And
5 I'll prepare an order and get it out perhaps by tomorrow
6 afternoon. There should not and in my opinion will not need
7 to be a bond posted. These are parties of equal status as it
8 relates to the assets, so no bond is going to be required.

9 I think, Ms. Curtis, you need to follow my
10 advice. At some point consider getting an attorney, someone
11 you trust to work with you, all right.

12 Okay. Thank you very much.

13 MR. VIE: Thank you, Your Honor.

14

15 (Conclusion of Proceedings)

16

17

18

19

20

21

22

23

24

25

CERTIFICATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I, Fred Warner, Official Court Reporter for the United States District Court for the Southern District of Texas, Houston Division, do hereby certify that the foregoing pages 1 through 53 are a true and correct transcript of the proceedings had in the above-styled and numbered cause before the Honorable KENNETH M. HOYT, United States District Judge, on the 9th day of April, 2013.

WITNESS MY OFFICIAL HAND at my office in Houston, Harris County, Texas on this the 5th day of August, A.D., 2013.

Fred Warner, CSR
Official Court Reporter

Exhibit 16

Notice of Filing of Injunction and Report of Master

PROBATE COURT 4

CAUSE NO. 412,249-402

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

NOTICE OF FILING OF INJUNCTION AND REPORT OF MASTER

TO THE HONORABLE PROBATE COURT:

COMES NOW, Plaintiff, Candace Louis Curtis, and files certified copies of an Injunction and Report of Master and would show the Court as follows:

1.

Plaintiff originally filed her Original Petition in the United States District Court for the Souther District of Texas, Houston Division, under Civil Action No. 4:12-CV-592. On April 19, 2013, the United States District Court entered a Memorandum and Order Preliminary Injunction in which it found that Anita Kay Brunsting and Amy Ruth Brunsting as Trustees had failed to act in accordance with the duties required by the Trust and enjoined them from disbursing any funds from any Trust accounts without prior permission of the court. *See Ex. A, Memorandum and Order Preliminary Injunction.* In that same order, the court determined to appoint an independent firm or account to gather the financial records of the Trust(s) and provide an accounting of the income and expenses of the Trust(s) since December 21, 2010. *See Ex A, Memorandum and Order Preliminary Injunction.* Ultimately court appointed CPA William G. West filed his Report of Master dated July 31, 2013. *See Ex. B, Report of Master.*

2.

On May 15, 2014, the United States District Court entered an order transferring Civil Action 4:12-CV-00592 into Harris County Probate Court Number Four, Cause Number 412,249. *See Ex.*

02102015:0838:P0194

02112015:1339:P0002

02102015:0938:P0135

02112015:1339:P0003

C, Remand Order. That Order Granting Remand specifically provided that all ordered rendered by the United States District Court would carry the same force and effect the remand that they would have had if a remand had not been ordered. *See* Ex. C, Remand Order. This Court accepted the United States District Court Order of Remand June 3, 2014. *See* Order of Transfer, Court's file. As such, this Court has accepted the Injunction entered by the United States District Court.

3.

Plaintiff now files Exhibits A and B to make them part of the Court's record, having already been accepted via the May 15, 2014 and June 3, 2014 Remand and Transfer Orders.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Candace Curtis respectfully prays for such further relief to which she may show herself justly entitled.

Respectfully submitted,

ostrommorris, PLLC

BY: 

JASON B. OSTROM
(TBA #24027710)

jason@ostrommorris.com

R. KEITH MORRIS, III
(TBA #24032879)

keith@ostrommorris.com

6363 Woodway, Suite 300

Houston, Texas 77057

713.863.8891

713.863.1051 (Facsimile)

Attorneys for Plaintiff

02102015:0898:P0136

02112015:1339:P0004

CERTIFICATE OF SERVICE

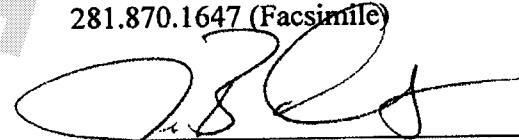
I hereby certify that a true and correct copy of the foregoing instrument was served in accordance with Texas Rule of Civil Procedure 21a on the following on the 6th day of February, 2015:

Ms. Bobbie Bayless
2931 Ferndale
Houston, Texas 77098
713.522.2224
713.522.2218 (Facsimile)

Mr. Bradley Featherston
1155 Dairy Ashford Street, Suite 104
Houston, Texas 77079
281.759.3213
281.759.3214 (Facsimile)

Ms. Darlene Payne Smith
1401 McKinney, 17th Floor
Houston, Texas 77010
713.752.8640
713.425.7945 (Facsimile)

Mr. Neal Spielman
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281.870.1124
281.870.1647 (Facsimile)



Jason B. Ostrom/
Nicole Sain Thornton

COPY

UNOFFICIAL

02112015:1339:P0005

02102015:0839:P0137

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

TRUE COPY I CERTIFY
ATTEST:

DAVID J. BRADLEY, Clerk of Court
By M. Flores
Clerk

CANDACE LOUISE CURTIS,

Plaintiff,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-592

**MEMORANDUM AND ORDER
PRELIMINARY INJUNCTION**

I. INTRODUCTION

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

II. BACKGROUND

A. Procedural Background

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

02102015:0838:P0138

02112015:1339:P0006

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

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

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

B. Contentions of the Parties

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

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

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

III. STANDARD OF REVIEW

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

IV. DISCUSSION AND ANALYSIS

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

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

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

The plaintiff complains that the Trustee has failed to fulfill the duties of Trustee since her appointment. Moreover, the Court finds that there are unexplained conflicts in the Trust document presented by the defendants. For example, The Trust document [Exhibit 1] shows an execution date of January 12, 2005.¹ At that time, the defendants claim that Anita Kay served as the Trustee. Yet, other records also reflect that Anita Kay accepted the duties of Trustee on December 21, 2010, when her mother, Nelva Erleen resigned as Trustee. Nelva Erleen claimed in her resignation in December that she, not Anita Kay, was the original Trustee.

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

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

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

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

It is so Ordered

SIGNED on this 19th day of April, 2013.



Kenneth M. Hoyt
United States District Judge

02112015:1339:PO010

02102015:0938:PO142

02112015:1339:P0011

02102015:0030:P0143

Exhibit B

UNOFFICIAL COPY

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

TRUE COPY I CERTIFY
ATTEST:
DAVID J. BRADLEY, Clerk of Court
By M. Flores
County Clerk

IN RE:

CANDACE LOUISE CURTIS
Plaintiff

VS.

ANITA KAY BRUNSTING, et al,
Defendants

§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-592

REPORT OF MASTER

ACCOUNTING OF INCOME/RECEIPTS AND
EXPENSES/DISTRIBUTIONS OF THE BRUNSTING
FAMILY LIVING TRUST FOR THE PERIOD
DECEMBER 21, 2010 THROUGH May 31, 2013

Report of William G. West, CPA
William G. West, P.C.

Dated July 31, 2013

02112015:1339:P0012

02102015:0838:P0144

**REPORT OF ACCOUNTING OF INCOME/RECEIPTS AND
EXPENSES/DISTRIBUTIONS OF THE BRUNSTING FAMILY LIVING TRUST**

Index

<u>Section</u>	<u>Page</u>
I. Introduction.....	1
II. Time Line of Records Received	2
III. Work Performed by Accountants.....	3
IV. Summary of Accounts Reviewed	5
V. Report Exceptions and Missing Documents	6
VI. Stock Distributed/Dividend Reinvestment Account Information.....	7
VII. Comments on Certain Accounts	9
VIII. Summation	10

Exhibits

1. Statement of Income/Receipts and Expenses/Distributions for the period December 21, 2010 through May 31, 2013
2. Detail of Accounts for the period December 21, 2010 through May 31, 2013
3. Stock Distribution Analysis

02112015:1339:PO012

02112015:1339:PO012

UNOFFICIAL COPY

I. Introduction

On February 27, 2012, Candace Curtis filed a pro se complaint in the United States District Court for the Southern District of Texas, alleging the civil torts of breach of fiduciary, extrinsic and constructive fraud and intentional infliction of emotional distress, alleging that the Brunsting Defendants acting as trustees for their parents' trust, failed to notice her of actions affecting her beneficial interests, refused to provide copies of non-protected trust instruments and refused to account for trust assets, or to report on any other acts of administration. On March 8, 2012, Plaintiff's complaint was dismissed under the probate exception to federal diversity jurisdiction. The Plaintiff filed a notice of appeal. On January 30, 2013, the Fifth Circuit Court of Appeals reversed the dismissal. On April 19, 2013, the District Court issued a memorandum and order for preliminary injunction. In the order, the Court ordered the appointment of an independent firm or accountant to gather the financial records of the trust and provide an accounting of the income and expenses of the trust since December 21, 2010. The defendants were ordered to cooperate with the accountant in the process. On May 9, 2013, the Court ordered the appointment of William G. West as master to perform an accounting. Though the injunction order was signed in April, the master received substantial records through May 31, 2013, and has used that date as the ending date for the report. Therefore, the report covers the time period of December 21, 2010, through May 31, 2013, except for any periods for which information was not received as noted later in this report.

II. Time Line of Records Received

On or about April 18, 2013, the accounting firm of William G. West, P.C., C.P.A. ("West") was contacted by the court concerning the preparation of the report contained herein since the parties to the suit had not mutually agreed upon the selection of an accountant. After discussing the case with the Judge and a conflict check, West agreed to accept the appointment. West then instructed his attorney to draft and prepare an order appointing him as master to perform an accounting of the income and expenses of the trust since December 21, 2010. This order was signed on May 9, 2013. Shortly thereafter, West reviewed the court docket and read certain pleadings filed in the case. On May 22, 2013, West contacted the attorney for the defendants, Mr. George Vie ("Vie"), to schedule a meeting to discuss the records and the collection of them. On May 29, 2013, West went to Vie's office for the meeting. At the meeting West was given a box of paper records containing bank statements, brokerage statements, statements for dividend reinvestment accounts and tax returns. He was also given a CD which were said to contain pdf copies of most of these records. West was also given a listing of records being turned over and those statements missing or not yet obtained. West was told the missing records were in the process of being obtained. West also requested copies of any electronic accounting or bookkeeping files the defendants may have for the trust. Subsequently, on or about June 4, 2013, West was emailed some Quicken accounting program files which he was able to successfully download and open in order to review. On or about June 6, 2013, West received additional records from Vie. During this time West contacted the plaintiff to discuss the case with her and request copies of any records of the trust she may have in her possession. Towards the end of June, West

02102015:0838:P0148

02112015:1339:P0016

contacted Vie for an update on the status of the receipt of missing records which had yet to be produced. Additional records were promised in the near future. On or about July 1st West received emails from the plaintiff containing pdf copies of various records. West found, that for the most part, he had these records already from Vie (the plaintiff had told West beforehand that most of the records she had, in fact, came from the defendants' attorney, except some her brother had given her). On July 5th Vie sent additional records to West (and pdf copies of same on CD). After review of these records received on July 5th, West sent an email to Vie inquiring as to when additional records would be received. West specifically addressed his concern that there were many bank disbursements for which he had no copies of cancelled checks or paid bill invoices to document said disbursements. On July 15, 2013, West sent another email addressing this same issue and received a letter from Vie in explanation of certain distributions. On July 24, 2013, Vie forwarded several more missing bank statements. Up until the submittal date of this report, West communicated with Vie for clarification on certain deposits or disbursements.

III. Work Performed by Accountants

Upon receipt of the first batch of records from Vie, West had his staff reconcile the paper records received with those in pdf on the CD and with the scheduled listing of records turned over and those not yet turned over. When the Quicken files were received and opened, they were download, reviewed and converted into excel spreadsheets for use by West's staff. It is West's opinion that the Quicken files kept by the defendant(s) were more for use as an electronic checkbook to keep bank balances as opposed to a more fully integrated bookkeeping system. To some extent the Quicken files did serve as

02112015:1339:P0017 02102015:0339:P0149

an outline for the subsequent work done by West. West set up a client account in QuickBooks to serve as an accounting database to compile the income and expense report for the trust. Once the chart of accounts was set up, all of the cash receipt and cash disbursement activity reflected on the Quicken files and bank statements were entered into QuickBooks. Some of the disbursements from the bank accounts did not have cancelled checks associated with the bank statements. A great many disbursements did not have support to document them reflecting the recipient, what was being paid for and the like. West had to rely on descriptions he found in the Quicken records, bank statements or elsewhere in the documents given to him. West has also relied on information/explanations supplied to him in a letter by the defendants' attorney dated July 15, 2013. In summary, West was not given unrelated third party documentation for many of the disbursements run through the bank accounts. The entry of these receipts and disbursements was extremely time consuming; Approximately a thousand entries were made into the QuickBooks database in order to record them. These entries were made only after reviewing related documents provided and ascertaining how best to record the entries. Additionally, paid bills or invoices, if present for reviewing, were compared to the bank disbursements.

West was also given brokerage account statements for three Edward Jones accounts and twelve dividend reinvestment accounts for either Chevron or ExxonMobil. West's staff had to do a reconciliation of monthly or quarterly reports for each account and/or transfers between them. This activity was entered via journal entries. The entry of these stock type accounts was also extremely time consuming, approximately five hundred entries were made into the QuickBooks database in order to record them after a careful

02102015:0833:P0150
02112015:1339:P001B

review and analysis of the respective account statements covering a two and a half year time frame. Numerous work papers were prepared to analyze: 1. transfers between accounts; 2. stock dividends reinvested; and, 3. stocks which were either sold or distributed.

West has used his best judgment in classifying the receipts and disbursements into account categories on the income and expense report. West requested that the defendants provide him with all the accounting information of the trust(s) and he is relying upon the belief they have complied and there are no other available records to be turned over. West has relied on the information given to him and interpreted as best he could. West reserves the right to amend the report as needed as new and additional information becomes available.

IV. Summary of Accounts Reviewed

For the purposes of this Report, the following bank and stock accounts activity for the applicable periods have been recorded for the preparation of the income and expense report contained herein:

Bank of America account # [REDACTED]-1143

Bank of America account # [REDACTED]-3523

Bank of America account # [REDACTED]-8577

Bank of America account # [REDACTED]-9546

Bank of America account # [REDACTED]-6643

Bank of America account # [REDACTED]-3536

Edward Jones account # [REDACTED] 5-1-6

Edward Jones account # [REDACTED] 6-1-9

Edward Jones account # [REDACTED] 9-1-8

Chevron dividend reinvestment account (Bank of New York)

Chevron dividend reinvestment account # C [REDACTED] 9415

Chevron dividend reinvestment account # C [REDACTED] 9407

Chevron dividend reinvestment account # C [REDACTED] 9423

John Deere dividend reinvestment account

ExxonMobil dividend reinvestment account # C [REDACTED] 0102

ExxonMobil dividend reinvestment account # C [REDACTED] 6261

ExxonMobil dividend reinvestment account # C [REDACTED] 6287

ExxonMobil dividend reinvestment account # C [REDACTED] 7769

ExxonMobil dividend reinvestment account # C [REDACTED] 7777

ExxonMobil dividend reinvestment account # C [REDACTED] 3319

ExxonMobil dividend reinvestment account # C [REDACTED] 3301

V. Report Exceptions and Missing Documents

In our review, we noted that we did not receive copies of approximately thirteen checks. We relied upon other information provided by the defendants to reflect the payee and categorize the type of expense incurred. We were supplied with a limited number of paid bills and invoices supporting many of the disbursements and payments made. Again we relied on the various types of information provided to us to categorize the type of expense paid. We did not receive monthly statements for payments made on a Bank of America credit card. These payments are reflected in summary on the report (Exhibit 1) and also in

the detail of accounts (Exhibit 2). The categorization of these payments can be amended should the statements and supporting documents be received.

The following account statements were not received and the activity for the periods has not been recorded in the report:

Bank of America checking accounting # [REDACTED]-9546, 12/14/2011 to 5/31/13.

Edward Jones account # [REDACTED] 5-1-6, 4/26/2013 to 5/31/2013.

Chevron dividend reinvestment account # [REDACTED] 9423 12/31/2011 to 5/31/2013

ExxonMobil dividend reinvestment account # [REDACTED] 6287 9/30/2012 to 5/31/2013

John Deere dividend reinvestment account (summary provided, but no monthly reports)

Met Life dividend reinvestment account (summary provided, but no monthly reports)

VI. Stock Distributed/Dividend Reinvestment Account Information

During the period, a number of Dividend Reinvestment Accounts (“DRP”) were maintained. The information we received included accounts with Chevron Corporation (“CVX”) shares, Exxon/Mobil Corporation (“XOM”) shares, Deere and Company (“DE”) shares and MetLife Inc (“MET”) shares. When shares were distributed to the beneficiaries or parties in interest, the transaction was accounted for on the QuickBooks database at the fair market value at the time of the distribution or transfer. The fair market value was determined from historical records of stock prices at the close of the date of the transaction.

These amounts may or may not be the actual amounts realized by the individuals receiving the stock. Please refer to Exhibit 3 in relation to this section.

At the beginning of the review period, there were 1,292.2088 shares of CVX and 4,010.20048 shares of XOM according to the records we received. According to account information provided to us 95 shares of MET were attributable to the estate and 9.5807 shares of DE were never transferred to the Nelva Brunsting Survivor's Trust.

During the review period, 675 shares of CVX were transferred as follows:

Anita Brunsting received 135 shares
Ann Brunsting UGMA received 135 shares
Jack Brunsting UGMA received 135 shares
Katie Riley UGMA received 135 shares
Luke Riley received 135 shares.

During the review period, 2,675 shares of XOM were transferred as follows:

Amy Brunsting received 1,120 shares
Carole Brunsting received 1,325 shares
Anita Brunsting received 160 shares
Candy Curtis received 160 shares.

Dividends were reinvested in stocks purchased at the fair market values at the time of the transactions as follows:

CVX shares purchased were 84.83095
XOM shares purchased were 60.51429
DE shares purchased were 0.04946

Partial shares were sold as follows:

XOM shares sold were 0.79847
DE shares sold were 0.9117

612 CVX shares were maintained in an account not under control of Anita Brunsting at the beginning of the review period, but were eventually transferred into the main CVX DRP account. A final accounting of 37.131 shares of CVX stock could not be determined since reports after 12/31/2011 were unavailable for one of the DRP accounts.

4.42786 shares of XOM were unaccounted for because reports after 9/30/2012 were unavailable from one of the DRP accounts.

95 shares of MET were attributed to the trust information, however the only reports reflecting information on these shares were dated late in the review period and did not show whether the shares were available to the estate at the beginning of the period.

Only 0.04946 shares of DE were attributed to the estate at the end of the period. No reports reflected the balance as of the beginning of the period and 8.669 shares were not accounted for during the period.

At the end of the review period, 1,276.88344 shares of CVX, 1,300.25643 shares of XOM, 0.04946 shares of DE and 95 shares of MET were available to the trust.

VII. Comments on Certain Accounts

In the Income/Receipts section of the report there are accounts titled *Long Term Capital Gains— Funds* and *Short Term Capital Gains— Funds*. These amounts do not represent sales made by the Trust, per se, but rather sales of securities made by stock or bond funds held in the Trust accounts and then passed on to the Trust.

In the Expense/Distributions section of the report there is an account titled *Cash/Check to Family Members*. This account represents cash, checks, electronic fund transfers paid or sent to family members or payments made for the benefit of family members, as best as West could ascertain. In Exhibit 2, the detail of accounts, there is a

listing of the payments found that fit this account category. In the information provided to West, *many* of the payments are noted as *reimbursement* to family members for expenses (trustee fees, legal fees, repairs, work performed, etc.) incurred on behalf of the trust and are noted as such in the memo section of the detail of accounts. Also the July 15, 2013, letter from Vie in explanation of certain distributions is referenced here in regard to certain distributions. It is important to note this section lists distributions out of bank accounts to or for the benefit of family members. It does not list distributions of stock which are listed separately in the last section of the Statement of Income/Receipts and Expenses/Distributions and the related Section VI above and in Exhibit 3.

An account titled *Payments to Credit Cards* is included in the Expense/Distributions section of the report. This account reflects payments made on credit cards for which we could not find supporting documentation *or* ascertain how the amounts should be allocated to other Expense/Disbursement accounts. Section V above addresses Bank of America credit card payments and lack of statements and supporting documents. There were also payments to a Bluebonnet credit card account (also referenced as "Cardmember Services" in information given to us), for which we were given monthly statements and some supporting documentation. Due to the general lack of supporting documents for these payments they have been placed into this account.

VIII. Summation

In this case I have been asked to prepare an accounting to help the Court consider the issues in dispute. I have undertaken an analysis of the books and records provided to me. It

is my belief that all my requests for information from the various parties were reasonable and that I made it clear I wanted all available records. This report has been based on all records received to date. The report can be amended should additional records be received if so directed by the Court. This report has been made in good faith.

Respectfully submitted on this 31st day of July, 2013.

William G. West

William G. West

12345 Jones Rd., Suite 120
Houston, TX 77070

02102015:0898:P0157

02112015:1339:P0025

EXHIBIT 1

COPY

UNOFFICIAL

Statement of Income/Receipts & Expenses/Disbursements

December 21, 2010 through May 31, 2013

Income/Receipts	
Farm/Rental Income	\$127,790.41
Investment Income	
Dividend Income	28,321.46
Interest Income	3,085.05
Long Term Capital Gains - Funds	1,047.31
Short Term Capital Gains- Funds	489.10
Stock Sales less Broker Fees	183,662.79
Total Investment Income	216,605.71
Miscellaneous Income	6,460.73
Pension Income	8,303.58
Proceeds from Sale of Home	433,392.05
Social Security Income	17,800.00
Tax Refunds	19,816.87
Total Income/Receipts	830,169.35
Expenses/Disbursements	
Automobile Expense	2,965.76
Bank & Brokerage Charges	8,540.62
Checks/Cash to Family Members	108,924.91
Dues and Subscriptions	278.47
Food/Dining/Groceries	5,958.67
Funeral	3,556.29
Household	1,237.20
Insurance Expense	4,737.88
Lawn Care	1,262.00
Legal Fees	36,312.44
Medical Expenses	
In Home Care	119,232.61
Medical Supplies	65.47
Medical Expenses - Other	2,568.98
Total Medical Expenses	121,867.06
Miscellaneous Expenses	6,753.72
Office Supplies	63.70
Payments to Credit Cards	
Bank of America Credit Cards	14,042.99
Bluebonnet Credit Union Cred Cd	11,986.96
Total Payments to Credit Cards	26,029.95

02102015:0838:P0158

02112015:1339:P0026

Statement of Income/Receipts & Expenses/Disbursements

December 21, 2010 through May 31, 2013

Personal Care	798.14
Pet Care	
Pet Food and Supplies	69.68
Veterinary Expenses	1,976.24
Total Pet Care	<u>2,045.92</u>
Postage	78.15
Professional Fees	7,563.86
Repairs and Maintenance	783.31
Supplies	29.83
Taxes	
Taxes - Federal	53,416.00
Taxes - Property	9,811.99
Taxes - State	4,793.00
Total Taxes	<u>68,020.99</u>
Telephone Expense	4,519.17
Utilities	
Cable TV	776.41
Electricity	2,259.90
Gas	942.66
Water	2,537.22
Total Utilities	<u>6,516.19</u>
Total Expenses/Disbursements	<u>418,844.23</u>
Net of Income/Receipts & Expenses/Disbursements	411,325.12
Less Stock Distributed to Family Members	
Value of Stock Transferred Out	<u>298,976.80</u>
Net of Income/Receipts & Expenses/Disbursements Less Value of Stock Distributed	<u><u>\$112,348.32</u></u>

02102015:0838:P0159

02102015:838:P0027

02112015:1339:P002B

02102015:083B:P0160

EXHIBIT 2

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Ordinary Income/Expense							
Income							
Farm/Rental Income							
General Journal	3/1/2011	EJ20120458	Invest inc - Farm		Nelva	15,540.40	15,540.40
General Journal	9/29/2011	EJ20120476	Farm Inc - Invest inc		Nelva	15,510.00	31,050.40
General Journal	10/5/2012	EJ20120442	Farm Rent		Elmer	28,437.50	57,487.90
General Journal	1/11/2013	EJ20120437	Farm Rent		Elmer	13,902.51	71,390.41
General Journal	3/2/2013	EJ20120450	Farm Rent		Elmer	29,962.50	101,352.91
General Journal	3/5/2013	EJ20120438	Farm Rent		Elmer	28,437.50	127,790.41
Total Farm/Rental Income						127,790.41	127,790.41
Investment Income							
Dividend Income							
General Journal	12/21/2010	EJ20101223	Dividends on Capital Income Builder Fund A		Survivor	60.19	60.19
General Journal	12/22/2010	EJ20101212	Dividends on Dodge & Cox Intl Stock Fund		Elmer	368.36	428.55
General Journal	12/22/2010	EJ20101212	Dividends on Dodge & Cox Income Fund		Elmer	325.77	754.32
General Journal	12/27/2010	EJ20101213	Dividend on Investment Co of America Cl F1		Elmer	112.43	866.75
General Journal	12/27/2010	EJ20101213	Dividend on Pioneer Fund Cl Y		Elmer	62.73	929.48
General Journal	12/28/2010	EJ20101214	Dividend on New World Fund Cl F1		Elmer	77.32	1,006.80
General Journal	12/30/2010	EJ20101215	Dividend on Oppnmr Crnd Stral Ttl Rtn Cl Y		Elmer	200.56	1,207.38
General Journal	12/31/2010	EJ20101216	Dividend from Oppenheimer Intl Bond Fund Y		Elmer	33.39	1,240.77
General Journal	12/31/2010	EJ20101216	Dividend on Money Market		Elmer	0.01	1,240.78
General Journal	1/3/2011	EJ20110105	Dividends Reinvested in Fed Money Market Instl Cl		Elmer	0.05	1,240.83
General Journal	1/3/2011	EJ20110105	Dividends Reinvested in DWS Small Cap Value Fund Instl		Elmer	4.39	1,245.22
General Journal	1/3/2011	EJ20110105	Dividends Reinvested in ING Global Real Estate Fund I		Elmer	146.39	1,391.61
General Journal	1/3/2011	EJ20110105	Dividends Reinvested in JPMorgan Core Bond Fund		Elmer	78.79	1,470.40
General Journal	1/3/2011	EJ20110105	Dividends Reinvested in JP Morgan High Yield Fd		Elmer	35.40	1,505.80
General Journal	1/3/2011	EJ20110105	Dividends Reinvested in T Rowe Price New Inc Fd		Elmer	73.83	1,579.63
General Journal	1/28/2011	EJ20110128	Dividends on Dow Chemical Co		Survivor	24.60	1,604.23
General Journal	1/31/2011	EJ20110130	Dividends on Stryker Corp		Survivor	33.51	1,637.74
General Journal	2/1/2011	EJ20110201	Dividends on Deere & Co Stk		Survivor	573.65	2,211.39
General Journal	2/1/2011	EJ20110201	Dividends from JPMorgan Core Bond Fund		Elmer	75.01	2,286.40
General Journal	2/1/2011	EJ20110201	Dividends from JPMorgan High Yield Fund		Elmer	31.82	2,318.22
General Journal	2/1/2011	EJ20110201	Dividends from Oppenheimer Intl Bond Fund		Elmer	26.65	2,344.87
General Journal	2/1/2011	EJ20110201	Dividends from T Rowe Price New Income Fund		Elmer	83.83	2,408.70
General Journal	3/1/2011	EJ20110301	Dividends on JPMorgan Core Bond Fund		Elmer	73.22	2,481.92
General Journal	3/1/2011	EJ20110301	Dividends on JPMorgan High Yield Fd		Elmer	28.77	2,510.69
General Journal	3/1/2011	EJ20110301	Dividends on Oppenheimer Intl Bond Fund Y		Elmer	25.14	2,535.83
General Journal	3/1/2011	EJ20110301	Dividends on T Rowe Price New Income Fund		Elmer	66.69	2,602.52
General Journal	3/7/2011	EJ20110304	Dividend on Investment Co of America Cl F1		Elmer	81.32	2,683.84
General Journal	3/10/2011	EJ20110321	Dividends on Chevron Corp		Survivor	66.96	2,750.80
General Journal	3/11/2011	DR12110301	Dividends on Chevron Stock		Family	930.39	3,681.19
General Journal	3/21/2011	EJ20110322	Dividends on Capital Income Builder Fund A		Survivor	40.69	3,721.88
General Journal	3/25/2011	EJ20110307	Dividends on Columbia Mid Cap Value Fd Cl Z		Elmer	5.86	3,727.74
General Journal	3/25/2011	EJ20110307	Dividends on DWS Small Cap Value Fund Instl		Elmer	29.55	3,757.29
General Journal	3/25/2011	EJ20110307	Dividends on Pioneer Fund Cl Y		Elmer	55.34	3,812.63
General Journal	3/28/2011	EJ20110309	Dividends From Thornburg Invlt Value Fd		Elmer	4.67	3,817.30
General Journal	3/29/2011	EJ20110310	Dividends from Dodge & Cox Income Fund		Elmer	273.80	4,090.90
General Journal	3/30/2011	EJ20110311	Dividends on T Rowe Price Equity Fd		Elmer	68.64	4,159.54
General Journal	4/1/2011	EJ20110401	Dividends on JPMorgan Core Bond Fund		Elmer	75.49	4,235.03
General Journal	4/1/2011	EJ20110401	Dividends on JPMorgan High Yield Fd		Elmer	33.22	4,268.25
General Journal	4/1/2011	EJ20110401	Dividends on Oppenheimer Intl Bond Fund		Elmer	26.87	4,295.12
General Journal	4/1/2011	EJ20110401	Dividends on T Rowe Price New Income Fund		Elmer	66.69	4,361.81
General Journal	4/4/2011	EJ20110402	Dividends on ING Global Real Estate Fund I		Elmer	54.86	4,416.67
General Journal	4/29/2011	EJ20110425	Dividends on Stryker Corp		Survivor	33.62	4,450.29
General Journal	4/29/2011	EJ20110425	Dividends on Dow Chemical Corp		Survivor	24.60	4,474.89
General Journal	5/2/2011	EJ20110501	Dividends on Deere & Co		Survivor	435.05	4,909.94
General Journal	5/2/2011	EJ20110501	Dividends on JPMorgan Core Bond Fund		Elmer	73.68	4,983.62
General Journal	5/2/2011	EJ20110501	Dividends on JPMorgan High Yield Fd Select		Elmer	34.05	5,017.67
General Journal	5/2/2011	EJ20110501	Dividends on Oppenheimer Intl Bond Fund Y		Elmer	27.84	5,045.51
General Journal	5/2/2011	EJ20110501	Dividends on T Rowe Price New Income Fund		Elmer	72.37	5,117.88
General Journal	6/1/2011	EJ20110601	Dividends on JPMorgan Core Bond Fund		Elmer	75.94	5,193.82
General Journal	6/1/2011	EJ20110601	Dividends on JPMorgan High Yield Fund		Elmer	33.56	5,227.38
General Journal	6/1/2011	EJ20110601	Dividends on Oppenheimer Intl Bond Fund		Elmer	26.54	5,253.92
General Journal	6/1/2011	EJ20110601	Dividends on T Rowe Price New Income Fund		Elmer	66.95	5,320.87
General Journal	6/10/2011	EJ20110622	Dividend Reinvestment on XOM Stk 7777		Survivor	461.53	5,782.20
General Journal	6/10/2011	EJ20110622	Dividend Reinvestment on CVX Stk		Nelva	647.75	6,329.95
General Journal	6/10/2011	EJ20110622	Dividend Reinvestment on CVX Stk 9415		Elmer	481.45	6,791.40
General Journal	6/13/2011	EJ20110602	Dividends on Investment Co of America Cl F1		Elmer	81.34	6,872.74
General Journal	6/23/2011	EJ20110603	Dividends on Columbia Mid Cap Value Fd Cl Z		Elmer	13.58	8,886.32
General Journal	6/24/2011	EJ20110605	Dividends on Pioneer Fund		Elmer	70.20	8,956.52
General Journal	6/28/2011	EJ20110608	Dividends on Dodge & Cox Income Fund		Elmer	264.88	7,221.40
General Journal	6/29/2011	EJ20110609	Dividends on T Rowe Price Equity Income Fd		Elmer	83.36	7,304.76
General Journal	7/1/2011	EJ20110701	Dividends on JPMorgan Core Bond Fund Select		Elmer	71.88	7,376.44
General Journal	7/1/2011	EJ20110701	Dividends on JPMorgan High Yield Fd Select		Elmer	30.38	7,406.82
General Journal	7/1/2011	EJ20110701	Dividends on Oppenheimer Intl Bond Fund		Elmer	27.12	7,433.94
General Journal	7/1/2011	EJ20110701	Dividends on T Rowe Price New Income Fund		Elmer	70.47	7,504.41
General Journal	7/5/2011	EJ20110702	Dividends on ING Global Real Estate Fund I		Elmer	52.94	7,557.35
General Journal	8/1/2011	EJ20110801	Dividends on Deere & Co		Survivor	254.20	7,811.55
General Journal	8/1/2011	EJ20110801	Dividends on JPMorgan Core Bond Fund Select		Elmer	69.82	7,881.37
General Journal	8/1/2011	EJ20110801	Dividends on JPMorgan High Yield Fd Select		Elmer	31.82	7,913.19
General Journal	8/1/2011	EJ20110801	Dividends on Oppenheimer Intl Bond Fund Y		Elmer	27.92	7,941.11
General Journal	8/1/2011	EJ20110801	Dividends on T Rowe Price New Income Fund		Elmer	69.49	8,010.60
General Journal	8/1/2011	EJ20110801	Dividends on JPMorgan Core Bond Fund Select		Elmer	73.97	8,084.57
General Journal	9/1/2011	EJ20110901	Dividends on JPMorgan High Yield Fd Select		Elmer	32.63	8,117.20
General Journal	9/1/2011	EJ20110901	Dividends on Oppenheimer Intl Bond Fund Y		Elmer	25.71	8,142.91
General Journal	9/1/2011	EJ20110901	Dividends on T Rowe Price New Income Fund		Elmer	70.82	8,213.73
General Journal	9/9/2011	EJ20110138	Exxon Invest Inc		Survivor	274.01	8,487.74

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	8/9/2011	EJ20110921		Dividend Reinvestment of XOM Stk 7777	Survivor	313.80	8,801.54
General Journal	8/9/2011	EJ20110921		Dividend Reinvestment of Chevron Stk	Nelva	28.50	8,830.04
General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of Chevron Stk 9415	Elmer	465.04	9,295.08
General Journal	8/19/2011	EJ20110904		Dividends on Investment Co of America Cl F1	Elmer	63.95	9,379.03
General Journal	9/23/2011	EJ20110908		Dividend on Pioneer Fund Cl Y	Elmer	78.19	9,457.22
General Journal	9/27/2011	EJ20110907		Dividends on Columbia Mid Cap Value Fd Cl Z	Elmer	14.76	9,471.98
General Journal	9/28/2011	EJ20110909		Dividends on Dodge & Cox Income Fund	Elmer	188.06	9,658.04
General Journal	9/29/2011	EJ20110910		Dividends on T Rowe Price Equity Income Fd	Elmer	88.37	9,746.41
General Journal	10/3/2011	EJ20111001		Dividends on JPMorgan Core Bond Fund Select	Elmer	42.25	9,788.66
General Journal	10/3/2011	EJ20111001		Dividends on JPMorgan High Yield Fd Select	Elmer	28.14	9,816.80
General Journal	10/3/2011	EJ20111001		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	28.18	9,842.98
General Journal	10/3/2011	EJ20111001		Dividends on Pimco Tot Ret Fd IV Inst Cl	Elmer	2.25	9,845.21
General Journal	10/3/2011	EJ20111001		Dividends on T Rowe Price New Income Fund	Elmer	65.22	9,910.43
General Journal	10/4/2011	EJ20111002		Dividends on ING Global Real Estate Fund I	Elmer	49.75	9,960.18
General Journal	10/4/2011	EJ20111002		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.14	9,987.32
General Journal	11/1/2011	EJ20111101		Dividends on Deere & Co	Survivor	254.20	10,241.52
General Journal	11/1/2011	EJ20111101		Dividends on JPMorgan Core Bond Fund Select	Elmer	42.38	10,283.90
General Journal	11/1/2011	EJ20111101		Dividends on JPMorgan High Yield Fd Select	Elmer	27.09	10,310.99
General Journal	11/1/2011	EJ20111101		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	22.88	10,333.87
General Journal	11/1/2011	EJ20111101		Dividends on Pimco Tot Ret Fd IV Inst Cl	Elmer	10.42	10,344.09
General Journal	11/1/2011	EJ20111101		Dividends on T Rowe Price New Income Fund	Elmer	50.00	10,394.09
General Journal	11/2/2011	EJ20111102		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	28.43	10,422.52
General Journal	12/1/2011	EJ20111212		Dividend on JP Morgan Core Bond	Elmer	40.15	10,462.67
General Journal	12/1/2011	EJ20111212		Dividend on JP Morgan High Yield	Elmer	29.87	10,492.34
General Journal	12/1/2011	EJ20111212		Dividend on Oppenheimer Intl Bd	Elmer	23.27	10,515.61
General Journal	12/1/2011	EJ20111212		Dividend on Pimco Total Return IV	Elmer	13.84	10,529.45
General Journal	12/1/2011	EJ20111212		Dividend on T Rowe Price New Income	Elmer	50.92	10,580.37
General Journal	12/2/2011	EJ20111213		Dividend on Loomis Sayles Inv Grade Bd	Elmer	28.43	10,608.80
General Journal	12/9/2011	EJ20110152		Exxon Div Income	Survivor	274.01	10,882.81
General Journal	12/9/2011	EJ20111215		Dividend on MFS Research International	Elmer	335.71	11,218.52
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of XOM Stk 7777	Survivor	315.63	11,534.35
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of Chevron Stk	Nelva	29.84	11,564.19
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of Chevron Stk 9415	Elmer	487.02	12,051.21
General Journal	12/13/2011	EJ20111216		Dividend on Columbia Mid Cap Value	Elmer	26.01	12,077.22
General Journal	12/14/2011	EJ20111217		Dividend on T Rowe Price Equity Income	Elmer	95.96	12,173.18
General Journal	12/20/2011	EJ20111220		Dividend on DWS Small Cap Value	Elmer	66.58	12,239.76
General Journal	12/21/2011	EJ20111221		Dividend on Dodge & Cox Intl Stock	Elmer	580.68	12,820.44
General Journal	12/21/2011	EJ20111221		Dividend on Dodge & Cox Income	Elmer	196.04	13,016.48
General Journal	12/22/2011	EJ20111222		Dividend on Oppenheimer Common Strat Total Ret	Elmer	285.22	13,301.70
General Journal	12/23/2011	EJ20111223		Dividend on Investment Co of America	Elmer	116.36	13,418.06
General Journal	12/23/2011	EJ20111223		Dividend on Pioneer Fund	Elmer	95.42	13,513.50
General Journal	12/27/2011	EJ20111224		Dividend on Thornburg Value	Elmer	7.84	13,521.34
General Journal	12/28/2011	EJ20111225		Dividend on Loomis Sayles Inv Grade Bd	Elmer	67.05	13,588.39
General Journal	12/28/2011	EJ20111225		Dividend on New World	Elmer	73.75	13,662.14
General Journal	12/30/2011	EJ20111226		Dividend on Oppenheimer Intl Bd	Elmer	118.46	13,780.60
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan Fed Money Mkt	Elmer	0.03	13,780.63
General Journal	1/3/2012	EJ20120102		Dividends on ING Global Real Estate	Elmer	39.90	13,820.53
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan Core Bond	Elmer	41.21	13,861.74
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan High Yield	Elmer	30.00	13,891.74
General Journal	1/3/2012	EJ20120102		Dividends on JP Pimco Total Return IV	Elmer	13.97	13,905.71
General Journal	1/3/2012	EJ20120102		Dividends on T Rowe Price New Income	Elmer	57.12	13,962.83
General Journal	1/10/2012	EJ20120104		Dividends on Pimco Total Return IV	Elmer	2.85	13,965.68
General Journal	2/1/2012	EJ20120201		Dividends on JPMorgan Core Bond Select Cl	Elmer	37.79	14,003.47
General Journal	2/1/2012	EJ20120201		Dividends on JPMorgan High Yield Select Cl	Elmer	25.27	14,028.74
General Journal	2/1/2012	EJ20120201		Dividends on Oppenheimer Intl Bd	Elmer	25.02	14,053.76
General Journal	2/1/2012	EJ20120201		Dividends on Pimco Total Return IV Inst Cl	Elmer	15.86	14,069.62
General Journal	2/1/2012	EJ20120201		Dividends on T Rowe Price New Income	Elmer	47.83	14,117.25
General Journal	2/2/2012	EJ20120202		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.89	14,145.14
General Journal	3/1/2012	EJ20120301		Dividends on JP Morgan Core Bond Select Cl	Elmer	36.71	14,181.85
General Journal	3/1/2012	EJ20120301		Dividends on JP Morgan High Yield Select Cl	Elmer	27.26	14,209.11
General Journal	3/1/2012	EJ20120301		Dividends on Oppenheimer Intl Bd	Elmer	23.99	14,233.10
General Journal	3/1/2012	EJ20120301		Dividends on Pimco Total Return IV Inst Cl	Elmer	17.35	14,250.45
General Journal	3/1/2012	EJ20120301		Dividends on T Rowe Price New Income	Elmer	49.53	14,299.98
General Journal	3/2/2012	EJ20120302		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.38	14,327.34
General Journal	3/7/2012	EJ201110154		Exxon div income	Survivor	274.01	14,601.35
General Journal	3/9/2012	EJ20120321		Dividend Reinvestment of XOM Stk 7777	Survivor	317.88	14,919.03
General Journal	3/9/2012	EJ20120321		Dividend Reinvestment of CVX Stk 9415	Survivor	490.82	15,409.85
General Journal	3/15/2012	EJ20120304		Dividends on Investment Co of America	Elmer	78.17	15,488.02
General Journal	3/23/2012	EJ20120305		Dividends on Pioneer Fund	Elmer	77.25	15,565.27
General Journal	3/28/2012	EJ20120306		Dividends on Columbia Mid Cap Value	Elmer	10.25	15,575.52
General Journal	3/28/2012	EJ20120307		Dividends on Dodge & Cox Income	Elmer	189.13	15,764.65
General Journal	3/28/2012	EJ20120307		Dividends on T Rowe Price Equity	Elmer	93.48	15,858.13
General Journal	4/2/2012	EJ20120401		Dividends on JP Morgan Core Bond	Elmer	37.99	15,896.12
General Journal	4/2/2012	EJ20120401		Dividends on JP Morgan High Yield	Elmer	28.68	15,924.78
General Journal	4/2/2012	EJ20120401		Dividends on Oppenheimer Intl Bd	Elmer	27.30	15,952.08
General Journal	4/2/2012	EJ20120401		Dividends on Pimco Total Return IV	Elmer	17.89	15,969.97
General Journal	4/2/2012	EJ20120401		Dividends on T Rowe Price New Income	Elmer	51.76	16,021.73
General Journal	4/3/2012	EJ20120402		Dividends on ING Global Real Estate	Elmer	42.05	16,063.78
General Journal	4/3/2012	EJ20120402		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.75	16,091.53
General Journal	5/1/2012	EJ20120501		Dividends on JP Morgan Core Bond	Elmer	34.52	16,126.05
General Journal	5/1/2012	EJ20120501		Dividends on JP Morgan High Yield	Elmer	23.81	16,149.86
General Journal	5/1/2012	EJ20120501		Dividends on Oppenheimer Intl Bd	Elmer	22.93	16,172.79
General Journal	5/1/2012	EJ20120501		Dividends on Pimco Total Return IV	Elmer	14.59	16,187.38
General Journal	5/1/2012	EJ20120501		Dividends on T Rowe Price New Income	Elmer	47.45	16,234.83
General Journal	5/2/2012	EJ20120502		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.39	16,262.22
General Journal	6/1/2012	EJ20120601		Dividends on JP Morgan Core Bond	Elmer	33.89	16,296.21
General Journal	6/1/2012	EJ20120601		Dividends on Mainstay High Yield Corp Bd	Elmer	57.74	16,353.95
General Journal	6/1/2012	EJ20120601		Dividends on Oppenheimer Intl Bd	Elmer	24.63	16,378.58

Brunsting Family Living Trust
Detail of Accounts
 12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	6/1/2012	EJ20120601		Dividends on Pimco Total Return IV	Elmer	15.12	16,393.70
General Journal	6/1/2012	EJ20120601		Dividends on T Rowe Price New Income	Elmer	50.82	16,444.52
General Journal	6/4/2012	EJ20120602		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.34	16,471.86
General Journal	6/11/2012	EJ20120604		Dividends on Investment Co of America	Elmer	52.65	16,524.51
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in XOM Stk 7769	Elmer	332.31	16,856.82
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in XOM Stk 7777	Survivor	387.38	17,244.20
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in CVX Stk 9415	Elmer	549.72	17,793.92
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in CVX Stk 9407	Elmer	101.37	17,895.29
General Journal	6/18/2012	EJ20120605		Dividends on Capital World Growth & Income	Elmer	147.46	18,042.75
General Journal	6/22/2012	EJ20120606		Dividends on Pioneer Fund	Elmer	53.57	18,096.32
General Journal	6/25/2012	EJ20120607		Dividends on Columbia Mid Cap Value	Elmer	31.55	18,127.87
General Journal	6/27/2012	EJ20120609		Dividends on Capital World Bond	Elmer	30.40	18,158.27
General Journal	6/27/2012	EJ20120609		Dividends on Dodge & Cox Income	Elmer	128.94	18,287.21
General Journal	6/28/2012	EJ20120610		Dividends on T Rowe Price Equity Income	Elmer	96.35	18,383.56
General Journal	6/29/2012	EJ20120611		Dividends on Mainstay High Yield Corp Bd	Elmer	58.09	18,441.65
General Journal	7/2/2012	EJ20120701		Dividends on JP Morgan Core Bond	Elmer	32.90	18,474.55
General Journal	7/2/2012	EJ20120701		Dividends on Oppenheimer Intl Bd	Elmer	17.05	18,491.60
General Journal	7/2/2012	EJ20120701		Dividends on Pimco Total Return IV	Elmer	14.25	18,505.85
General Journal	7/2/2012	EJ20120701		Dividends on T Rowe Price New Income	Elmer	46.81	18,552.66
General Journal	7/3/2012	EJ20120702		Dividends on ING Global Real Estate	Elmer	51.85	18,604.51
General Journal	7/3/2012	EJ20120702		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.87	18,631.48
General Journal	8/1/2012	EJ20120801		Dividends on JPMorgan Fed Mon Mkt	Elmer	0.04	18,631.52
General Journal	8/1/2012	EJ20120801		Dividends on JPMorgan Core Bond	Elmer	35.33	18,666.85
General Journal	8/1/2012	EJ20120801		Dividends on Mainstay High Yield Corp Bd	Elmer	58.45	18,725.30
General Journal	8/1/2012	EJ20120801		Dividends on Oppenheimer Intl Bd	Elmer	16.06	18,741.36
General Journal	8/1/2012	EJ20120801		Dividends on Pimco Total Return IV	Elmer	11.10	18,752.46
General Journal	8/1/2012	EJ20120801		Dividends on T Rowe Price New Income	Elmer	42.96	18,795.42
General Journal	8/2/2012	EJ20120802		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.14	18,822.56
General Journal	9/4/2012	EJ20120901		Dividends on JP Morgan Core Bond	Elmer	33.08	18,855.62
General Journal	9/4/2012	EJ20120901		Dividends on Mainstay High Yield Corp Bd	Elmer	58.81	18,914.43
General Journal	9/4/2012	EJ20120901		Dividends on Oppenheimer Intl Bd	Elmer	18.18	18,932.61
General Journal	9/4/2012	EJ20120901		Dividends on Pimco Total Return IV	Elmer	11.75	18,944.36
General Journal	9/4/2012	EJ20120901		Dividends on T Rowe Price New Income	Elmer	46.82	18,991.18
General Journal	9/5/2012	EJ20120902		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.89	19,019.07
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in XOM Stk 7769	Elmer	334.71	19,353.78
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in XOM Stk 7777	Survivor	390.17	19,743.95
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in CVX Stk 9415	Elmer	554.60	20,298.55
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in CVX Stk 9407	Elmer	114.44	20,412.99
General Journal	9/17/2012	EJ20120904		Dividends on Investment Co of America	Elmer	52.67	20,465.66
General Journal	9/21/2012	EJ20120905		Dividends on Pioneer Fund	Elmer	50.19	20,515.85
General Journal	9/24/2012	EJ20120906		Dividends on Capital World Growth & Income	Elmer	57.95	20,573.80
General Journal	9/26/2012	EJ20120906		Dividends on Columbia Mid Cap Value	Elmer	40.07	20,613.87
General Journal	9/26/2012	EJ20120906		Dividends on Dodge & Cox Income	Elmer	124.82	20,738.79
General Journal	9/27/2012	EJ20120909		Dividends on T Rowe Price Equity Income	Elmer	69.99	20,828.78
General Journal	9/28/2012	EJ20120910		Dividends on Mainstay High Yield Corp Bd	Elmer	59.16	20,887.94
General Journal	10/1/2012	EJ20121001		Dividends on JP Morgan Core Bond	Elmer	31.95	20,919.89
General Journal	10/1/2012	EJ20121001		Dividends on Oppenheimer Intl Bd	Elmer	13.87	20,933.76
General Journal	10/1/2012	EJ20121001		Dividends on Pimco Total Return IV	Elmer	9.14	20,942.90
General Journal	10/1/2012	EJ20121001		Dividends on T Rowe Price New Income	Elmer	36.25	20,979.15
General Journal	10/2/2012	EJ20121002		Dividends on ING Global Real Estate	Elmer	46.97	21,026.12
General Journal	10/2/2012	EJ20121002		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.30	21,052.42
General Journal	10/9/2012	EJ20121004		Dividends on Capital World Bond	Elmer	23.09	21,075.51
General Journal	11/1/2012	EJ20121101		Dividends on JP Morgan Core Bond	Elmer	30.84	21,106.35
General Journal	11/1/2012	EJ20121101		Dividends on Mainstay High Yield Corp Bd	Elmer	59.51	21,165.86
General Journal	11/1/2012	EJ20121101		Dividends on Oppenheimer Intl Bd	Elmer	17.83	21,183.49
General Journal	11/1/2012	EJ20121101		Dividends on Pimco Total Return IV	Elmer	12.79	21,196.28
General Journal	11/1/2012	EJ20121101		Dividends on T Rowe Price New Income	Elmer	40.84	21,237.12
General Journal	11/2/2012	EJ20121102		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.21	21,263.33
General Journal	12/3/2012	EJ20121201		Dividends on JP Morgan Core Bond	Elmer	30.90	21,294.23
General Journal	12/3/2012	EJ20121201		Dividends on Mainstay High Yield Corp Bd	Elmer	59.87	21,354.10
General Journal	12/3/2012	EJ20121201		Dividends on Oppenheimer Intl Bd	Elmer	17.62	21,371.72
General Journal	12/3/2012	EJ20121201		Dividends on Pimco Total Return IV	Elmer	13.77	21,385.49
General Journal	12/3/2012	EJ20121201		Dividends on T Rowe Price New Income	Elmer	42.81	21,428.30
General Journal	12/4/2012	EJ20121202		Dividends on Loomis Sales Inv Grade Bd	Elmer	26.84	21,455.14
General Journal	12/4/2012	EJ20121202		Dividends on Mainstay High Yield Corp Bd	Elmer	60.23	21,515.37
General Journal	12/7/2012	EJ20121204		Dividends on Blackrock Cap App	Elmer	45.22	21,560.59
General Journal	12/7/2012	EJ20121204		Dividends on Oppenheimer Rising Divid Fd Y	Elmer	57.90	21,618.49
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment XOM Stk 6261	Elmer	334.71	21,953.20
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment XOM Stk 3301	Nelva	390.17	22,343.37
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment CVX Stk 9415	Elmer	4.36	22,347.73
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment CVX Stk 9407	Elmer	4.35	22,352.08
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment CVX Stk 9423	Elmer	1,110.22	23,462.30
General Journal	12/12/2012	EJ20121206		Dividends on MFS Research International	Elmer	316.70	23,779.00
General Journal	12/14/2012	EJ20121208		Dividends on Columbia Mid Cap Value	Elmer	33.89	23,812.89
General Journal	12/14/2012	EJ20121208		Dividends on T Rowe Price Equity Income	Elmer	111.31	23,924.20
General Journal	12/17/2012	EJ20121209		Dividends on Capital World Growth & Income	Elmer	97.20	24,021.40
General Journal	12/17/2012	EJ20121209		Dividends on Fidelity New Insights	Elmer	13.61	24,035.01
General Journal	12/20/2012	EJ20121210		Dividends on Dodge & Cox Intl Stock	Elmer	303.81	24,338.82
General Journal	12/20/2012	EJ20121210		Dividends on DWS Small Cap Value	Elmer	75.04	24,413.86
General Journal	12/20/2012	EJ20121210		Dividends on Dodge & Cox Income	Elmer	106.20	24,520.06
General Journal	12/21/2012	EJ20121211		Dividends on Capital World Bond	Elmer	31.58	24,551.62
General Journal	12/24/2012	EJ20121212		Dividends on Investment Co of America	Elmer	137.47	24,689.09
General Journal	12/24/2012	EJ20121212		Dividends on Loomis Sayles Inv Grade Bd	Elmer	75.83	24,764.92
General Journal	12/27/2012	EJ20121213		Dividends on New World	Elmer	110.57	24,875.49
General Journal	12/28/2012	EJ20121214		Dividends on Oppenheimer Rising Divid Fd Y	Elmer	43.70	24,922.19
General Journal	12/28/2012	EJ20121214		Dividends on Pimco Total Return IV	Elmer	65.59	24,987.78
General Journal	12/31/2012	EJ20121215		Dividends on Oppenheimer Intl Bd	Elmer	15.74	25,003.52
General Journal	1/2/2013	EJ20130101		Dividends on ING Global Real Estate	Elmer	201.20	25,204.72

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	1/2/2013	EJ20130101		Dividends on JP Morgan Core Bond	Elmer	36.97	25,241.69
General Journal	1/2/2013	EJ20130101		Dividends on Pimco Total Return IV	Elmer	10.56	25,252.25
General Journal	1/2/2013	EJ20130101		Dividends on T Rowe Price New Income	Elmer	38.09	25,290.34
General Journal	2/1/2013	EJ20130201		Dividends on JP Morgan Core Bond	Elmer	28.70	25,319.04
General Journal	2/1/2013	EJ20130201		Dividends on Mainstay High Yield Corp Bd	Elmer	60.59	25,379.63
General Journal	2/1/2013	EJ20130201		Dividends on Oppenheimer Intl Bd	Elmer	17.37	25,397.00
General Journal	2/1/2013	EJ20130201		Dividends on Pimco Total Return IV	Elmer	8.54	25,405.54
General Journal	2/1/2013	EJ20130201		Dividends on T Rowe Price New Income	Elmer	35.87	25,441.41
General Journal	2/4/2013	EJ20130202		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.43	25,467.84
General Journal	3/1/2013	EJ20130301		Dividends on JP Morgan Core Bond	Elmer	29.95	25,497.79
General Journal	3/1/2013	EJ20130301		Dividends on Mainstay High Yield Corp Bd	Elmer	60.95	25,558.74
General Journal	3/1/2013	EJ20130301		Dividends on Oppenheimer Intl Bd	Elmer	16.53	25,575.27
General Journal	3/1/2013	EJ20130301		Dividends on Pimco Total Return IV	Elmer	9.68	25,584.95
General Journal	3/1/2013	EJ20130301		Dividends on T Rowe Price New Income	Elmer	37.08	25,622.01
General Journal	3/4/2013	EJ20130302		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.81	25,649.82
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 3319	Elmer	1.72	25,651.54
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 6281	Elmer	336.88	25,988.42
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 3301	Neiva	392.70	26,381.12
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9415	Elmer	4.41	26,385.53
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9407	Elmer	4.39	26,389.92
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9423	Elmer	1,122.04	27,511.96
General Journal	3/14/2013	EJ20130304		Dividends on Investment Co of America	Elmer	53.50	27,565.46
General Journal	3/18/2013	EJ20130305		Dividends on Capital World Growth & Income	Elmer	61.70	27,627.16
General Journal	3/22/2013	EJ20130307		Dividends on DWS Small Cap Value	Elmer	42.72	27,669.88
General Journal	3/25/2013	EJ20130308		Dividends on Columbia Mid Cap Value	Elmer	25.46	27,695.34
General Journal	3/27/2013	EJ20130309		Dividends on Capital World Bond	Elmer	23.47	27,718.81
General Journal	3/27/2013	EJ20130309		Dividends on Dodge & Cox Income	Elmer	111.08	27,829.89
General Journal	3/27/2013	EJ20130309		Dividends on T Rowe Price Equity Income	Elmer	77.55	27,907.44
General Journal	4/1/2013	EJ20130401		Dividends on JP Morgan Core Bond	Elmer	30.02	27,937.46
General Journal	4/1/2013	EJ20130401		Dividends on Mainstay High Yield Corp Bd	Elmer	61.31	27,998.77
General Journal	4/1/2013	EJ20130401		Dividends on Oppenheimer Intl Bd	Elmer	17.62	28,016.39
General Journal	4/1/2013	EJ20130401		Dividends on Pimco Total Return IV	Elmer	12.00	28,028.39
General Journal	4/1/2013	EJ20130401		Dividends on T Rowe Price New Income	Elmer	37.30	28,065.69
General Journal	4/2/2013	EJ20130402		Dividends on ING Global Real Estate	Elmer	40.72	28,106.41
General Journal	4/2/2013	EJ20130402		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.34	28,133.75
General Journal	5/1/2013	EJ20130501		Dividends on JP Morgan Core Bond	Elmer	30.08	28,163.83
General Journal	5/1/2013	EJ20130501		Dividends on Mainstay High Yield Corp Bd	Elmer	61.67	28,225.50
General Journal	5/1/2013	EJ20130501		Dividends on Oppenheimer Intl Bd	Elmer	17.94	28,243.44
General Journal	5/1/2013	EJ20130501		Dividends on Pimco Total Return IV	Elmer	13.27	28,256.71
General Journal	5/1/2013	EJ20130501		Dividends on T Rowe Price New Income	Elmer	38.30	28,295.01
General Journal	5/2/2013	EJ20130502		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.65	28,321.66
Total Dividend Income						28,321.46	28,321.46
Interest Income							
General Journal	12/27/2010	EJ 20101202		Interest on VK Bid Amer Bonds	Survivor	67.90	67.90
General Journal	12/27/2010	EJ 20101202		Interest on Invsco Bid Amer Bds	Survivor	23.70	91.60
General Journal	12/31/2010	EJ 20101203		Interest for December	Survivor	0.03	91.63
General Journal	1/20/2011	EJ 20110102		Interest on Toyota Motor Cr Corp	Survivor	25.00	116.63
General Journal	1/25/2011	EJ 20110103		Interest on VK Bid Amer Bonds	Survivor	67.90	184.53
General Journal	1/25/2011	EJ 20110103		Interest on VK Bid Amer Bonds	Survivor	51.00	235.53
General Journal	2/22/2011	EJ 20110204		Interest on Toyota Motor Cr Corp	Survivor	25.00	260.53
General Journal	2/22/2011	EJ 20110204		Interest on Money Market Fund	Survivor	0.01	260.54
General Journal	2/25/2011	EJ 20110205		Interest on VK Bid Amer Bonds Incm	Survivor	68.04	328.58
General Journal	2/25/2011	EJ 20110205		Interest on Invsco Bid Amer Bonds Incm	Survivor	50.80	379.38
General Journal	3/15/2011	EJ 20110301		Interest on GMAC Smartnotes	Survivor	317.25	696.73
General Journal	3/15/2011	EJ 20110301		Interest on Toyota Motor Cr Corp	Survivor	25.00	721.73
General Journal	3/21/2011	EJ 20110302		Interest on VK Bid Amer Bonds Incm	Survivor	67.90	789.63
General Journal	3/25/2011	EJ 20110303		Interest on Invsco Bid Amer Bds Incm	Survivor	51.00	840.63
General Journal	3/25/2011	EJ 20110303		Accrued Int - Sale of Toyota Motor Cr Corp	Survivor	20.00	860.63
General Journal	4/14/2011	EJ 20110402		Accrued Interest Sale of GMAC SmartNotes	Survivor	51.11	911.74
General Journal	4/15/2011	EJ20110421		Interest on GE Capital Corp Intermotes	Survivor	333.13	1,244.87
General Journal	4/20/2011	EJ 20110403		Proceeds from Sale of In Fin Auth Rev Parkview Hlth	Survivor	387.29	1,632.16
General Journal	4/25/2011	EJ 20110404		Interest on VK Bid Amer Bonds Incm	Survivor	67.76	1,699.92
General Journal	4/25/2011	EJ 20110404		Interest on Invsco Bid Amer Bds Incm	Survivor	50.90	1,750.82
General Journal	5/13/2011	EJ20110521		Sell GE Capital Corp Intermotes	Survivor	51.82	1,802.64
General Journal	5/13/2011	EJ20110521		Sell GMAC Smartnotes	Survivor	277.50	2,080.14
General Journal	5/23/2011	EJ20110523		Interest on Money Market Funds	Survivor	0.93	2,081.07
General Journal	5/25/2011	EJ20110502		Interest on VK Bid Amer Bonds Incm	Survivor	67.76	2,148.83
General Journal	5/25/2011	EJ20110502		Interest on Invsco Bid Amer Bds Incm	Survivor	51.00	2,199.83
General Journal	6/21/2011	EJ20110621		Interest on Money Market Funds	Survivor	0.30	2,200.13
General Journal	6/27/2011	EJ20110604		Interest on VK Bid Amer Bonds	Survivor	67.90	2,268.03
General Journal	6/27/2011	EJ20110604		Interest on Invsco Bid Amer Bds	Survivor	50.90	2,318.93
General Journal	7/25/2011	EJ20110701		Interest on VK Bid Amer Bonds	Survivor	67.76	2,386.69
General Journal	7/25/2011	EJ20110701		Interest on VK Bid Amer Bonds	Survivor	51.00	2,437.69
General Journal	8/1/2011	EJ20110801		Interest on VK Bid Amer Bonds Incm	Survivor	67.76	2,505.45
General Journal	8/1/2011	EJ20110801		Interest on Invsco Bid Amer Bds Incm	Survivor	50.90	2,556.35
General Journal	9/26/2011	EJ20110801		Interest on VK Bid Amer Bonds Incm	Survivor	68.04	2,624.39
General Journal	9/26/2011	EJ20110801		Interest on Invsco Bid Amer Bds Incm	Survivor	50.90	2,675.29
General Journal	10/13/2011	EJ20111001		Accrued Interest in Sale of VK Bid Amer Bonds	Survivor	6.72	2,682.01
General Journal	10/25/2011	EJ20111002		Interest in VK Bid Amer Bonds Incm	Survivor	67.90	2,749.91
General Journal	10/25/2011	EJ20111002		Interest on Invsco Bid Amer Bds Incm	Survivor	51.10	2,801.01
General Journal	11/16/2011	EJ20111103		Proceeds from Sale of Invsco Bid Amer Bds	Survivor	10.20	2,811.21
General Journal	11/21/2011	EJ20111105		Interest on Money Market Funds	Survivor	0.05	2,811.26
General Journal	11/25/2011	EJ20111106		Interest on Invsco Bid Amer Bds Incm	Survivor	51.00	2,862.26
General Journal	10/10/2012	EJ20120422		Interest Income	Survivor	0.27	2,862.53
General Journal	10/12/2012	EJ20120443		Interest Earned	Elmer	1.17	2,863.70
Deposit	10/23/2012			October Interest	Survivor	17.34	2,881.04
General Journal	11/7/2012	EJ20120424		Interest Inc	Survivor	5.72	2,886.76

Brunsting Family Living Trust
Detail of Accounts
 12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	11/9/2012	EJ20120445		Interest inc	Elmer	1.08	2,887.84
Deposit	11/21/2012			November Interest	Survivor	26.47	2,914.31
General Journal	12/7/2012	EJ20120425		Interest inc	Survivor	8.13	2,920.44
General Journal	12/11/2012	EJ20120448		Interest Earned	Elmer	1.23	2,921.67
Deposit	12/20/2012			December Interest	Survivor	20.08	2,941.75
General Journal	1/9/2013	EJ20120427		Interest inc	Survivor	8.75	2,948.50
General Journal	1/11/2013	EJ20120447		Interest Earned	Elmer	1.19	2,949.69
Deposit	1/23/2013			January Interest	Survivor	23.32	2,973.01
General Journal	2/6/2013	EJ20120428		Interest Inc	Survivor	5.74	2,978.75
General Journal	2/8/2013	EJ20120448		Interest Earned	Elmer	1.08	2,979.83
Deposit	2/20/2013			February Interest	Survivor	19.23	2,999.06
General Journal	3/8/2013	EJ20120430		Interest Earned	Survivor	6.15	3,005.21
General Journal	3/12/2013	EJ20120449		Interest Earned	Elmer	1.66	3,006.87
Deposit	3/21/2013			March Interest	Survivor	19.91	3,026.78
General Journal	4/9/2013	EJ20120432		Interest Earned	Survivor	6.55	3,033.33
General Journal	4/11/2013	EJ20120452		Interest Earned	Elmer	1.77	3,035.10
Deposit	4/22/2013			April Interest	Survivor	21.98	3,057.08
General Journal	5/8/2013	EJ20120433		Interest Earned	Survivor	5.90	3,062.98
General Journal	5/13/2013	EJ20120453		Interest Earned	Elmer	1.46	3,064.44
Deposit	5/22/2013			May Interest	Survivor	20.61	3,085.05
Total Interest Income						3,085.05	3,085.05
Long Term Capital Gains - Funds							
General Journal	12/31/2010	EJ20101218		LTCG from Oppenheimer Intl Bond Fund Y	Elmer	75.11	75.11
General Journal	12/8/2011	EJ20111214		LTCG on T Rowe Price New Income	Elmer	77.13	152.24
General Journal	12/16/2011	EJ20111218		LTCG on JP Morgan Core Bond	Elmer	26.07	178.31
General Journal	12/18/2011	EJ20111218		LTCG on JP Morgan High Yield	Elmer	58.93	237.24
General Journal	12/19/2011	EJ20111219		LTCG on Credit Suisse Comm Ret Strat	Elmer	6.24	243.48
General Journal	12/20/2011	EJ20111220		LTCG on DWS Small Cap Value	Elmer	42.21	285.69
General Journal	12/28/2011	EJ20111225		LTCG on Loomis Sayles Inv Grade Bd	Elmer	47.77	333.46
General Journal	6/26/2012	EJ20120608		LTCG on Baron Small Cap	Elmer	2.48	335.94
General Journal	11/30/2012	EJ20121104		LTCG on Baron Small Cap	Elmer	152.76	488.70
General Journal	12/10/2012	EJ20121205		LTCG on T Rowe Price New Income	Elmer	85.71	574.41
General Journal	12/13/2012	EJ20121207		LTCG on Pimco Total Return IV	Elmer	26.80	601.21
General Journal	12/14/2012	EJ20121208		LTCG on JP Morgan Core Bond	Elmer	16.83	618.04
General Journal	12/20/2012	EJ20121210		LTCG on DWS Small Cap Value	Elmer	76.86	694.90
General Journal	12/21/2012	EJ20121211		LTCG on Capital World Bond	Elmer	41.81	736.71
General Journal	12/24/2012	EJ20121212		LTCG on Investment Co of America	Elmer	176.84	913.55
General Journal	12/24/2012	EJ20121212		LTCG on Loomis Sayles Inv Grade Bd	Elmer	62.90	976.45
General Journal	12/31/2012	EJ20121215		LTCG on Oppenheimer Intl Bd	Elmer	31.01	1,007.46
General Journal	3/22/2013	EJ20130307		LTCG on DWS Small Cap Value	Elmer	39.85	1,047.31
Total Long Term Capital Gains - Funds						1,047.31	1,047.31
Short Term Capital Gains- Funds							
General Journal	1/24/2011	EJ20110107		STCG on Fidelity New Insights Fd Inst	Elmer	1.98	1.98
General Journal	2/14/2011	EJ20110204		STCG on Fidelity New Insights Fd Inst	Elmer	22.38	24.36
General Journal	12/8/2011	EJ20111214		STCG on T Rowe Price New Income	Elmer	38.56	62.92
General Journal	12/18/2011	EJ20111218		STCG on JP Morgan High Yield	Elmer	36.12	99.04
General Journal	12/28/2011	EJ20111225		STCG on Loomis Sayles Inv Grade Bd	Elmer	16.95	115.99
General Journal	12/10/2012	EJ20121205		STCG on T Rowe Price New Income	Elmer	88.57	184.56
General Journal	12/13/2012	EJ20121207		STCG on Pimco Total Return IV	Elmer	173.87	358.43
General Journal	12/14/2012	EJ20121208		STCG on JP Morgan Core Bond	Elmer	1.54	359.97
General Journal	12/17/2012	EJ20121209		STCG on Fidelity New Insights	Elmer	86.18	446.15
General Journal	12/20/2012	EJ20121210		STCG on DWS Small Cap Value	Elmer	14.89	461.04
General Journal	12/21/2012	EJ20121211		STCG on Capital World Bond	Elmer	22.74	483.78
General Journal	12/24/2012	EJ20121212		STCG on Loomis Sayles Inv Grade Bd	Elmer	5.32	489.10
Total Short Term Capital Gains- Funds						489.10	489.10
Stock Sales less Broker Fees							
General Journal	1/4/2011	EJ 20110101		Sale of Deere & Co Stock	Survivor	10,082.45	10,082.45
General Journal	1/4/2011	EJ 20110101		Commission on Sale of Deere & Co Stock	Survivor	-208.11	9,874.34
General Journal	1/4/2011	EJ 20110101		Transaction Fee on Sale of Deere & Co Stock	Survivor	-4.95	9,869.39
General Journal	2/8/2011	EJ 20110202		Sell 275 Shares Deere & Co	Survivor	25,563.45	35,432.84
General Journal	2/8/2011	EJ 20110202		Commission on Sale of 275 Shares Deere & Co	Survivor	-460.63	34,972.21
General Journal	2/8/2011	EJ 20110202		Transaction Fee on Sale of 275 Shares Deere & Co	Survivor	-4.95	34,967.26
General Journal	4/14/2011	EJ 20110402		Principal Amt Sale of Toyota Motor Cr Corp	Survivor	5,000.00	39,967.26
General Journal	4/14/2011	EJ 20110402		Transaction Fee - Sale of Toyota Motor Cr Corp	Survivor	-4.95	39,962.31
General Journal	4/14/2011	EJ 20110402		Principal Amt Sale of GMAC SmartNotes	Survivor	8,730.00	48,692.31
General Journal	4/14/2011	EJ 20110402		Transaction Fee - Sale of GMAC SmartNotes	Survivor	-4.95	48,687.36
General Journal	4/20/2011	EJ 20110403		Proceeds from Sale of In Fin Auth Rev Parkview Hlth	Survivor	14,824.35	63,511.71
General Journal	4/20/2011	EJ 20110403		Transaction Fee from Sale of In Fin Auth Rev Parkview Hlth	Survivor	-4.95	63,506.76
General Journal	5/13/2011	EJ20110521		Transaction Fee on Sale of GE Capital Corp Intermotes	Survivor	-4.95	63,501.81
General Journal	5/13/2011	EJ20110521		Transaction Fee on Sale of GMAC Smartnotes	Survivor	-4.95	63,496.86
General Journal	5/16/2011	EJ20110522		Commission on Sale Chevron Corp	Survivor	-199.68	63,297.20
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale Chevron Corp	Survivor	-4.95	63,292.25
General Journal	5/16/2011	EJ20110522		Commission on Sale of Stryker Corp	Survivor	-228.32	63,063.93
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Stryker Corp	Survivor	-4.95	63,058.98
General Journal	5/16/2011	EJ20110522		Commission on Sale of Dow Chemical	Survivor	-146.44	62,912.54
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Dow Chemical	Survivor	-4.95	62,907.59
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Warrants (WSA)	Survivor	-50.00	62,857.59
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Warrants (WSA)	Survivor	-4.95	62,852.64
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Warrants (WSB)	Survivor	-50.00	62,802.64
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Warrants (WSB)	Survivor	-4.95	62,797.69
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Common	Survivor	-4.95	62,792.74
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Common	Survivor	-50.00	62,742.74
General Journal	5/27/2011	EJ20110524		Adjust Value on GE Capital Corp Intermotes	Survivor	-46.87	62,695.87
General Journal	5/27/2011	EJ20110524		Adjust Value on GMAC SmartNotes	Survivor	-272.55	62,423.32
General Journal	5/27/2011	EJ20110524		Adjust Value on Chevron Corp (CVX)	Survivor	204.61	62,627.93

Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	5/27/2011	EJ20110524		Adjust Value on Dow Chemical (DOW)	Survivor	151.39	62,779.32
General Journal	5/27/2011	EJ20110524		Adjust Value on Gen Motors Warrants (WSA)	Survivor	54.95	62,834.27
General Journal	5/27/2011	EJ20110524		Adjust Value on Gen Motors Warrants (WSB)	Survivor	54.95	62,889.22
General Journal	5/27/2011	EJ20110524		Adjust Value on Gen Motors Co (GM)	Survivor	54.95	62,944.17
General Journal	5/27/2011	EJ20110524		Adjust Value on Stryker Corp (SYK)	Survivor	233.27	63,177.44
General Journal	6/10/2011	EJ20110601		Sales Price on Sale of 823 Sh Deere & Company	Survivor	51,039.90	114,217.34
General Journal	6/10/2011	EJ20110601		Commission on Sale of 823 Sh Deere & Company	Survivor	-643.86	113,573.48
General Journal	6/10/2011	EJ20110601		Transaction Fee on Sale of 823 Sh Deere & Company	Survivor	-4.95	113,568.53
General Journal	6/10/2011	EJ20110123		Exxon IDC000946776 Invest Inc	Survivor	896.76	114,465.29
General Journal	7/28/2011	EJ20110721		Redeem Gen Motors Co Warrant (WSB)	Survivor	12.93	114,478.22
General Journal	7/28/2011	EJ20110721		Redeem Gen Motors Co Warrant (WSA)	Survivor	17.87	114,496.09
General Journal	7/28/2011	EJ20110721		Redeem Gen Motors Co Common	Survivor	0.37	114,496.46
General Journal	10/13/2011	EJ20111001		Proceeds from Sale of VK Bid Amer Bonds	Survivor	14,492.80	128,989.26
General Journal	10/28/2011	EJ20111003		Sale Price in Sale of Deere & Co Stock	Survivor	30,470.12	159,459.38
General Journal	10/28/2011	EJ20111003		Commission in Sale of Deere & Co Stock	Survivor	-458.73	158,999.65
General Journal	10/28/2011	EJ20111003		Transaction Fee in Sale of Deere & Co Stock	Survivor	-4.95	158,994.70
General Journal	10/28/2011	EJ20111022		Redeem Gen Motors Warrant (WSB)	Survivor	8.33	158,994.03
General Journal	10/28/2011	EJ20111022		Redeem Gen Motors Warrant (WSA)	Survivor	11.92	158,915.95
General Journal	10/28/2011	EJ20111022		Redeem Gen Motors Common	Survivor	19.85	158,935.80
General Journal	11/15/2011	EJ20111102		Sale of Deere & Co Stock	Survivor	14,381.25	173,417.05
General Journal	11/15/2011	EJ20111102		Commission on Sale of Deere & Co Stock	Survivor	-286.15	173,130.90
General Journal	11/15/2011	EJ20111102		Transaction Fee on Sale of Deere & Co Stock	Survivor	-4.95	173,145.85
General Journal	11/18/2011	EJ20111103		Proceeds from Sale of Invsco Bid Amer Bds	Survivor	10,508.70	183,654.55
General Journal	1/9/2012	EJ20120121		Commission on Sale of Gen Motors Common	Survivor	-2.10	183,652.45
General Journal	1/9/2012	EJ20120121		Transaction Fee on Sale of Gen Motors Common	Survivor	-4.95	183,647.50
General Journal	1/27/2012	EJ20120122		Adjust Value on Gen Motors Common	Survivor	7.02	183,654.52
General Journal	6/15/2012	EJ20120621		Redeem Motors Liq Co Guc Tr Ben Int	Survivor	6.17	183,662.79
Total Stock Sales less Broker Fees						183,662.79	183,662.79
Total Investment Income						216,606.71	216,605.71
Miscellaneous Income							
Deposit	12/31/2010			Deposit	Neiva	70.30	70.30
General Journal	3/11/2011	EJ20120460		Invest inc	Neiva	390.64	460.94
General Journal	4/11/2011	EJ20120483		Online Banking Transfer from chking Acct 2839	Neiva	1,500.00	1,960.94
General Journal	6/9/2011	EJ20110122		Invest inc	Survivor	4.18	1,965.12
General Journal	6/28/2011	EJ20120471		Invest inc	Neiva	725.64	2,690.76
General Journal	8/18/2011	EJ20120473		Invest inc	Neiva	702.72	3,393.48
General Journal	9/19/2011	EJ20120475		Invest inc	Neiva	507.76	3,901.24
General Journal	11/9/2011	EJ20110147		Invest inc	Survivor	30.40	3,931.64
General Journal	1/3/2012	EJ20120436		Counter credit - Invest inc	Elmer	495.72	4,427.36
General Journal	3/7/2012	EJ20110153		Other income	Survivor	20.49	4,447.85
General Journal	3/13/2012	EJ20120411		-Split-	Survivor	237.18	4,685.01
General Journal	4/16/2012	EJ20120440		fed - Invest inc	Elmer	383.45	5,068.46
General Journal	5/17/2012	EJ20120418		Invest Income	Survivor	30.40	5,098.86
General Journal	6/5/2012	EJ20120419		Invest inc	Survivor	71.04	5,169.90
General Journal	10/15/2012	EJ20120444		Invest inc	Elmer	57.86	5,227.76
General Journal	10/26/2012	EJ20120423		Invest inc	Survivor	24.04	5,251.80
General Journal	11/22/2012	EJ20120435		Invest inc	Elmer	381.32	5,633.12
General Journal	12/24/2012	EJ20120428		Inv inc - Chevron and MetLife	Survivor	104.26	5,737.38
General Journal	3/1/2013	EJ20120429		Inv inc - John Deere	Survivor	71.61	5,808.99
General Journal	3/13/2013	EJ20120439		Other inc	Elmer	485.72	6,304.71
General Journal	4/5/2013	EJ20120431		Deposit -Split-	Survivor	54.22	6,358.93
General Journal	4/5/2013	EJ20120451		Hull Co-op Invest inc	Elmer	101.80	6,460.73
Total Miscellaneous Income						6,460.73	6,460.73
Pension Income							
Deposit	12/31/2010			Pension ID [REDACTED]9128	Neiva	594.41	594.41
Deposit	12/31/2010			Minnesota Life Annuity	Neiva	91.78	686.19
General Journal	1/31/2011	BOA20110105		Net Pension Receipt	Survivor	600.71	1,286.90
General Journal	2/2/2011	BOA20110106		Minnesota Life DES:Annuity ID:0	Survivor	91.78	1,378.68
General Journal	2/28/2011	BOA20110111		Benefits DES: Pension ID: [REDACTED]0518	Survivor	600.71	1,979.39
General Journal	3/1/2011	BOA20110112		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,071.17
General Journal	3/31/2011	BOA20110114		Benefits DES:Pension ID: [REDACTED]0208	Survivor	600.71	2,671.88
General Journal	4/1/2011	BOA20110115		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,763.66
General Journal	4/29/2011	EJ20110110		Benefits DES:Pension ID: [REDACTED]0518	Survivor	600.71	3,364.37
General Journal	4/29/2011	EJ20110111		Minnesota Life DES:Annuity ID:0	Survivor	91.78	3,456.15
General Journal	5/31/2011	EJ20110118		Benefits DES:Pension ID: [REDACTED]0508	Survivor	600.71	4,056.86
General Journal	8/1/2011	EJ20110119		Minnesota Life DES: Annuity ID:0	Survivor	91.78	4,148.64
General Journal	6/30/2011	EJ20110124		Benefits DES:Pension ID: [REDACTED]0218	Survivor	600.71	4,749.35
General Journal	7/1/2011	EJ20110125		Minnesota Life DES:Annuity ID:0	Survivor	91.78	4,841.13
General Journal	7/29/2011	EJ20110128		Benefits DES:Pension ID: [REDACTED]0528	Survivor	600.71	5,441.84
General Journal	8/1/2011	EJ20110129		Minnesota Life DES:Annuity ID:0	Survivor	91.78	5,533.62
General Journal	8/31/2011	EJ20110134		Benefits DES:Pension ID: [REDACTED]0168	Survivor	600.71	6,134.33
General Journal	9/1/2011	EJ20110135		Minnesota Life DES: Annuity ID:0	Survivor	91.78	6,226.11
General Journal	9/30/2011	EJ20110141		Minnesota Life DES: Annuity ID:0	Survivor	91.78	6,317.89
General Journal	9/30/2011	EJ20110142		Benefits DES:Pension ID: [REDACTED]2468	Survivor	600.71	6,918.60
General Journal	10/31/2011	EJ20110144		Benefits DES:Pension ID: [REDACTED]3478	Survivor	600.71	7,519.31
General Journal	11/1/2011	EJ20110145		Minnesota Life DES:Annuity ID:0	Survivor	91.78	7,611.09
General Journal	11/1/2011	EJ20110157		Minnesota Life Des:Annuity ID:0	Survivor	91.78	7,702.87
General Journal	11/30/2011	EJ20110149		Benefits DES:Pension ID: [REDACTED]3368	Survivor	600.71	8,303.58
Total Pension Income						8,303.58	8,303.58
Proceeds from Sale of Home							
General Journal	3/12/2012	EJ20120408		Option fee for house - Other inc	Survivor	100.00	100.00
General Journal	3/14/2012	EJ20120413		Sale of house - Other income	Survivor	433,129.32	433,229.32
General Journal	3/23/2012	EJ20120414		Sale of house -Split-	Survivor	162.73	433,392.05

02102015:0838:P0166

02102015:1339:P0034

**Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013**

Type	Date	Num	Name	Memo	Class	Amount	Balance
Total Proceeds from Sale of Home						433,392.05	433,392.05
Social Security Income							
General Journal	2/3/2011	EJ20120457		Soc Security ID:2	Nelva	1,780.00	1,780.00
General Journal	3/3/2011	EJ20120459		Social Security	Nelva	1,780.00	3,560.00
General Journal	4/1/2011	EJ20120462		Social Security	Nelva	1,780.00	5,340.00
General Journal	5/2/2011	EJ20120464		Social Security	Nelva	1,780.00	7,120.00
General Journal	6/3/2011	EJ20120465		Social Security	Nelva	1,780.00	8,900.00
General Journal	7/1/2011	EJ20120469		Social Security	Nelva	1,780.00	10,680.00
General Journal	8/3/2011	EJ20120472		Social Security	Nelva	1,780.00	12,460.00
General Journal	9/2/2011	EJ20120474		Social Security	Nelva	1,780.00	14,240.00
General Journal	10/3/2011	EJ20120477		Social Security	Nelva	1,780.00	16,020.00
General Journal	11/3/2011	EJ20120478		Social Security	Nelva	1,780.00	17,800.00
Total Social Security Income						17,800.00	17,800.00
Tax Refunds							
General Journal	1/3/2011	BOA20110101		US Treasury 310 DES	Survivor	1,780.00	1,780.00
General Journal	1/11/2012	EJ20110159		Tax Refund	Survivor	6,215.87	7,995.87
General Journal	4/16/2012	EJ20120441		Federal tax refund	Elmer	6,913.00	14,908.87
General Journal	4/25/2012	EJ20120416		Federal Tax Refund	Survivor	4,908.00	19,816.87
Total Tax Refunds						19,816.87	19,816.87
Total Income						830,169.35	830,169.35
Expense							
Automobile Expense							
Check	1/19/2011	EFT	Exxon Mobil	Auto:Fuel	Nelva	20.93	20.93
Check	1/27/2011	EFT	Chevron	Fuel	Nelva	20.86	41.79
Check	1/31/2011	EFT	Chevron	Fuel	Nelva	21.07	62.86
Check	2/8/2011	EFT	Exxon Mobil	Fuel	Nelva	20.06	82.92
Check	2/8/2011	EFT	Nnt Hare Repai	Auto Service	Nelva	574.85	657.57
Check	2/10/2011	EFT	Exxon Mobil	Fuel	Nelva	10.67	668.24
Check	2/14/2011	EFT	Chevron	Fuel	Nelva	20.10	688.34
Check	2/23/2011	EFT	Exxon Mobil	Fuel	Nelva	20.36	708.70
Check	3/2/2011	EFT	Exxon Mobil	Fuel	Nelva	21.89	730.39
Check	3/7/2011	EFT	Chevron	Fuel	Nelva	22.98	753.37
Check	3/14/2011	EFT	Chevron	Fuel	Nelva	22.20	775.57
Check	3/14/2011	EFT	Exxon Mobil	Fuel	Nelva	22.20	797.77
Check	3/21/2011	EFT	Chevron	Fuel	Nelva	21.50	819.27
Check	3/21/2011	EFT	Chevron	Fuel	Nelva	24.55	843.82
Check	3/23/2011	EFT	Chevron	Fuel	Nelva	24.68	868.48
Check	3/28/2011	EFT	Chevron	Fuel	Nelva	21.76	890.24
Check	3/29/2011	EFT	Chevron	Fuel	Nelva	22.76	913.00
Check	4/1/2011	EFT	Chevron	Fuel	Nelva	24.65	937.65
Check	4/8/2011	EFT	Exxon Mobil	Fuel	Nelva	54.60	992.25
Check	4/14/2011	EFT	Chevron	Fuel	Nelva	21.02	1,013.27
Check	4/18/2011	EFT	Chevron	Fuel	Nelva	23.88	1,037.15
Check	4/18/2011	EFT	Exxon Mobil	Fuel	Nelva	22.51	1,059.66
Check	4/25/2011	EFT	Fastop	Fuel	Nelva	2.90	1,062.56
Check	4/25/2011	EFT	Fastop	Fuel	Nelva	50.84	1,113.40
Check	4/25/2011	EFT	Exxon Mobil	Fuel	Nelva	58.02	1,172.42
Check	4/25/2011	EFT	Chevron	Fuel	Nelva	14.05	1,186.47
Check	5/3/2011	EFT	Exxon Mobil	Fuel	Nelva	28.78	1,215.25
Check	5/6/2011	EFT	Exxon Mobil	Fuel	Nelva	23.63	1,238.88
Check	5/8/2011	EFT	Exxon Mobil	Fuel	Nelva	27.80	1,266.68
Check	5/9/2011	EFT	Chevron	Fuel	Nelva	26.76	1,293.44
Check	5/16/2011	EFT	Chevron	Fuel	Nelva	29.32	1,324.76
Check	5/18/2011	EFT	Exxon Mobil	Fuel	Nelva	24.64	1,349.40
Check	5/20/2011	EFT	Chevron	Fuel	Nelva	23.73	1,373.13
Check	5/23/2011	EFT	Chevron	Fuel	Nelva	24.40	1,397.53
Check	5/23/2011	EFT	Chevron	Fuel	Nelva	2.90	1,400.43
Check	5/24/2011	EFT	Chevron	Fuel	Nelva	23.33	1,423.76
Check	5/25/2011	EFT	TX Med Ctr Garage	Parking	Nelva	6.00	1,429.76
Check	5/26/2011	EFT	TX Med Ctr Garage	parking	Nelva	6.00	1,435.76
Check	5/27/2011	EFT	TX Med Ctr Garage	parking	Nelva	5.00	1,440.76
Check	5/31/2011	EFT	TX Med Ctr Garage	parking	Nelva	6.00	1,446.76
Check	5/31/2011	EFT	Chevron	Fuel	Nelva	24.48	1,471.24
Check	5/31/2011	EFT	TX Med Ctr Garage	parking	Nelva	2.00	1,473.24
Check	6/3/2011	EFT	Chevron	Fuel	Nelva	24.00	1,497.24
Check	6/6/2011	EFT	Exxon Mobil	Fuel	Nelva	43.12	1,540.36
Check	6/7/2011	EFT	Chevron	Fuel	Nelva	22.92	1,563.28
Check	6/8/2011	EFT	Exxon Mobil	Fuel	Nelva	22.08	1,585.36
Check	6/13/2011	EFT	Exxon Mobil	Fuel	Nelva	23.84	1,609.20
Check	8/14/2011	EFT	Exxon Mobil	Fuel	Nelva	29.37	1,638.57
Check	8/15/2011	EFT	Chevron	Fuel	Nelva	26.47	1,665.04
Check	8/20/2011	EFT	Exxon Mobil	Fuel	Nelva	25.60	1,690.64
Check	8/21/2011	EFT	Chevron	Fuel	Nelva	26.58	1,717.22
Check	8/27/2011	EFT	Chevron	Fuel	Nelva	25.13	1,742.35
Check	8/28/2011	EFT	Chevron	Fuel	Nelva	22.70	1,765.05
Check	7/1/2011	EFT	Chevron	Fuel	Nelva	26.25	1,791.30
Check	7/5/2011	EFT	Shell	Fuel	Nelva	23.05	1,814.35
Check	7/5/2011	EFT	Chevron	Fuel	Nelva	26.86	1,841.21
Check	7/8/2011	EFT	Chevron	Fuel	Nelva	25.68	1,866.89
Check	7/11/2011	EFT	Chevron	Fuel	Nelva	21.07	1,887.96
Check	7/13/2011	EFT	Chevron	Fuel	Nelva	23.37	1,911.33
Check	7/18/2011	EFT	Exxon Mobil	Fuel	Nelva	25.35	1,936.68
Check	7/19/2011	EFT	Chevron	Fuel	Nelva	30.18	1,966.86
Check	7/20/2011	EFT	Chevron	Fuel	Nelva	24.10	1,990.96

02102015:0038:PO157

02112015:1339:PO095

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	7/25/2011	EFT	Chevron	Fuel	Nelva	26.07	2,017.03
Check	7/27/2011	EFT	Chevron	Fuel	Nelva	24.45	2,041.48
Check	8/1/2011	EFT	Exxon Mobil	Fuel	Nelva	25.88	2,067.16
Check	8/1/2011	EFT	Chevron	Fuel	Nelva	21.07	2,088.23
Check	8/2/2011	EFT	Chevron	Fuel	Nelva	20.62	2,108.85
Check	8/8/2011	EFT	Chevron	Fuel	Nelva	25.37	2,134.22
Check	8/8/2011	EFT	Chevron	Fuel	Nelva	26.27	2,160.49
Check	8/10/2011	EFT	Exxon Mobil	Fuel	Nelva	25.53	2,188.02
Check	8/15/2011	EFT	Chevron	Fuel	Nelva	25.41	2,211.43
Check	8/17/2011	EFT	Chevron	Fuel	Nelva	26.21	2,237.64
Check	8/22/2011	EFT	Chevron	Fuel	Nelva	25.52	2,263.16
Check	8/23/2011	EFT	Chevron	Fuel	Nelva	22.25	2,285.41
Check	8/25/2011	EFT	Chevron	Fuel	Nelva	15.14	2,300.55
Check	8/29/2011	EFT	Chevron	Fuel	Nelva	20.14	2,320.69
Check	8/31/2011	EFT	Chevron	Fuel	Nelva	20.16	2,340.85
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	21.50	2,362.35
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	16.07	2,378.42
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	14.34	2,392.76
Check	9/7/2011	EFT	Chevron	Fuel	Nelva	21.15	2,413.91
Check	9/13/2011	EFT	Exxon Mobil	Fuel	Nelva	23.96	2,437.87
Check	9/15/2011	EFT	Chevron	Fuel	Nelva	20.57	2,458.44
Check	9/19/2011	EFT	Chevron	Fuel	Nelva	20.23	2,478.67
Check	9/22/2011	EFT	Chevron	Fuel	Nelva	23.31	2,501.98
Check	9/27/2011	EFT	Chevron	Fuel	Nelva	25.07	2,527.05
Check	9/30/2011	EFT	Chevron	Fuel	Nelva	23.30	2,550.35
Check	10/3/2011	EFT	Chevron	Fuel	Nelva	25.22	2,575.57
Check	10/5/2011	EFT	Exxon Mobil	Fuel	Nelva	20.11	2,595.68
Check	10/6/2011	EFT	Chevron	Fuel	Nelva	20.52	2,616.20
Check	10/11/2011	EFT	Chevron	Fuel	Nelva	21.07	2,637.27
Check	10/12/2011	EFT	Chevron	Fuel	Nelva	22.02	2,659.29
Check	10/12/2011	EFT	Exxon Mobil	Fuel	Nelva	2.14	2,664.43
Check	10/14/2011	EFT	Chevron	Fuel	Nelva	24.70	2,686.13
Check	10/17/2011	EFT	Chevron	Fuel	Nelva	21.07	2,707.20
Check	10/17/2011	EFT	Chevron	Fuel	Nelva	20.92	2,728.12
Check	10/19/2011	EFT	Chevron	Fuel	Nelva	21.78	2,749.90
Check	10/26/2011	eR	Exxon Mobil	FUEL	Nelva	20.25	2,770.15
Check	10/27/2011	EFT	Chevron	Fuel	Nelva	20.89	2,791.14
Check	10/31/2011	EFT	Chevron	Fuel	Nelva	22.72	2,813.86
Check	10/31/2011	EFT	Chevron	Fuel	Nelva	21.06	2,834.92
Check	11/2/2011	EFT	Chevron	Fuel	Nelva	20.90	2,855.82
Check	11/4/2011	EFT	Chevron	Fuel	Nelva	19.81	2,875.73
Check	11/7/2011	EFT	Chevron	Fuel	Nelva	22.79	2,898.52
Check	11/9/2011	EFT	Chevron	Fuel	Nelva	20.41	2,918.93
Check	11/14/2011	eR	Chevron	FUEL	Nelva	25.78	2,944.69
Check	11/14/2011	eR	Chevron	Fuel	Nelva	21.07	2,965.76
Total Automobile Expense						2,965.76	2,965.76
Bank & Brokerage Charges							
Check	12/23/2010	EFT	Bank of America	External Transfer Fee	Nelva	3.00	3.00
General Journal	12/28/2010	EJ20101214		Offset Admin Fee	Elmer	-13.88	-10.88
Check	12/30/2010	EFT	Bank of America	Check Order	Nelva	27.00	16.12
General Journal	1/6/2011	EJ20110106		Advisory Solutions Program Fee	Elmer	305.91	322.03
Check	1/13/2011	EFT	Bank of America	Check Order	Nelva	26.00	348.03
Check	1/19/2011	EFT	Bank of America	NSF Returned Item Fee for Activity	Nelva	35.00	383.03
Check	1/19/2011	EFT	Bank of America	NSF Overdraft Item Fee For Activity	Nelva	35.00	418.03
Check	1/19/2011	EFT	Bank of America	NSF: Returned Item Fee for Activity	Nelva	35.00	453.03
Check	1/20/2011	EFT	Bank of America	External Transfer Fee	Survivor	3.00	456.03
General Journal	1/27/2011	EJ20110108		Offset of Admin Fee	Elmer	-12.41	443.62
General Journal	1/27/2011	EJ20120456		Fee Refund Nbkhu28 - Reimbursement	Nelva	-105.00	338.62
General Journal	2/4/2011	EJ20110203		Redeem JPM Fed Money Market Instl CI	Elmer	287.60	636.22
General Journal	2/23/2011	EJ20110205		Fee Offset Less Admin Fee	Elmer	-11.67	624.55
General Journal	3/4/2011	EJ20110303		Redeem JPM Fed Money Market Instl	Elmer	273.03	897.58
General Journal	3/11/2011	DR12110301		Svc Fee on Reinvestment of Dividends on Chevron Stock	Family	3.00	900.58
General Journal	3/23/2011	EJ20110306		Fee Offset Less Admin Fee	Elmer	-13.01	887.57
General Journal	4/5/2011	EJ20110403		Redeem JPM Fed Money Market Instl CI	Elmer	300.68	1,188.25
General Journal	4/21/2011	EJ20110404		Fee Offset Less Admin Fee	Elmer	-11.70	1,176.55
General Journal	5/5/2011	EJ20110502		Redeem JPM Fed Money Market Instl	Elmer	285.92	1,472.47
General Journal	5/17/2011	EJ20110503		Fee Offset Less Admin Fee	Elmer	-12.12	1,460.35
General Journal	6/1/2011	EJ20110602		Minimum Balance Fee	Survivor	3.00	1,463.35
General Journal	6/1/2011	EJ20110601		Redeem JPM Fed Money Market Instl CI	Elmer	305.34	1,768.69
Check	6/14/2011	EFT	Bank of America	External Transfer Fee - 3 Day bank charge	Survivor	3.00	1,771.69
General Journal	6/22/2011	EJ20110604		Fee Offset Less Admin Fee	Elmer	-11.59	1,760.10
Check	6/23/2011	EFT	Bank of America	Check order fee	Nelva	23.00	1,783.10
General Journal	7/8/2011	EJ20110703		Redeemed JPM Fed Money Market Instl CI	Elmer	288.60	2,071.70
Check	7/20/2011	EFT	Bank of America	Safebox Fee	Survivor	8.00	2,079.70
General Journal	7/26/2011	EJ20110704		Fee Offset Less Admin Fee	Elmer	-12.20	2,067.50
Check	7/27/2011	EFT	Bank of America	External transfer fee - 3 Day	Survivor	3.00	2,070.50
General Journal	8/4/2011	EJ20110802		Redeemed JPM Fed Money Market Instl CI	Elmer	302.09	2,372.59
General Journal	8/25/2011	EJ20110803		Fee Offset Less Admin Fee	Elmer	-11.67	2,360.92
General Journal	9/7/2011	EJ20110902		Redeemed JPM Fed Money Market Instl C	Elmer	279.62	2,640.54
General Journal	9/22/2011	EJ20110906		Fee Offset Less Admin Fee	Elmer	-13.30	2,627.24
General Journal	10/8/2011	EJ20111003		Redeemed JPM Fed Money Market Instl CI	Elmer	260.78	2,888.02
General Journal	10/25/2011	EJ20111005		Fee Offset Less Admin Fee	Elmer	-14.31	2,873.71
General Journal	11/1/2011	EJ20110145		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,965.49
Check	11/3/2011	EFT	Bank of America	check order	Nelva	23.00	2,988.49
General Journal	11/4/2011	EJ20111103		Redeemed JPM Fed Money Market Instl CI	Elmer	264.30	3,252.79
Check	11/7/2011	EFT	Bank of America	Wire transfer fee	Survivor	25.00	3,277.79
Check	11/7/2011	EFT	Bank of America	Wire transfer fee	Survivor	25.00	3,302.79

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	11/8/2011	eft	Bank of America	External transfer fee - 3 Day	Survivor	3.00	3,305.79
Check	11/9/2011	EFT	Bank of America	TX Tr payment to Sdb 2575 banking	Survivor	25.00	3,330.79
General Journal	11/10/2011	EJ20110148		Safe Deposit Box Rent Refund Fds	Survivor	-82.00	3,248.79
Check	11/14/2011	EFT	Bank of America	Safe box fee	Survivor	135.00	3,383.79
General Journal	11/18/2011	EJ20111104		Estate Service Fee	Survivor	100.00	3,483.79
General Journal	11/21/2011	EJ20111105		Wire Transfer Fee	Survivor	25.00	3,508.79
Check	11/21/2011	EFT	Bank of America	wire transfer fee	Survivor	12.00	3,520.79
General Journal	11/22/2011	EJ20111104		Fee Offset Less Admin Fee	Elmer	-13.47	3,507.32
Check	12/1/2011	Debt	Bank of America-Brun...	Check order	Survivor	28.00	3,533.32
General Journal	12/9/2011	EJ20111211		Estate Valuation Fee	Survivor	50.00	3,583.32
General Journal	12/23/2011	EJ20111223		Fee Offset Less Admin Fee	Elmer	-13.85	3,569.47
General Journal	12/31/2011	EJ20111204		Redeem JPMorgan Fed Money Market Inst Cl	Elmer	258.62	3,828.09
General Journal	1/8/2012	EJ20120103		Redeemed JP Morgan Fed Mon Mkt	Elmer	284.78	4,090.87
Check	1/11/2012	EFT	Bank of America		Elmer	14.00	4,104.87
General Journal	1/19/2012	EJ20120105		Fee Offset Less Admin Fee	Elmer	-13.09	4,091.78
General Journal	2/3/2012	EJ20120203		Redeemed JP Morgan Fed Mon Mkt Inst Cl	Elmer	289.92	4,381.70
General Journal	2/24/2012	EJ20120204		Fee Offset Less Admin Fee	Elmer	-12.21	4,349.49
General Journal	2/28/2012	EJ20120221		Annual Service Fee	Survivor	40.00	4,389.49
Check	3/5/2012	TXFR	Bank of America	External transfer fee - 3 day	Survivor	3.00	4,392.49
General Journal	3/8/2012	EJ20120303		Redeem JP Morgan Fed Mon Mkt Inst Cl	Elmer	280.41	4,652.90
Check	3/15/2012	EFT	Bank of America		Elmer	31.00	4,683.90
Check	3/18/2012	EFT	Bank of America	Returned Item Chargeback Fee	Survivor	12.00	4,695.90
Check	3/18/2012	EFT	Bank of America	Returned Item Chargeback - Met Life dupl check	Survivor	70.30	4,766.20
General Journal	3/28/2012	EJ20120307		Fee Offset Less Admin Fee	Elmer	-12.62	4,753.58
General Journal	4/5/2012	EJ20120403		Redeem JP Morgan Fed Mon Mkt	Elmer	283.77	5,037.35
General Journal	4/20/2012	EJ20120404		Fee Offset Less Admin Fee	Elmer	-11.53	5,025.82
General Journal	5/4/2012	EJ20120503		Redeem JP Morgan Fed Mon Mkt	Elmer	272.29	5,298.11
General Journal	5/30/2012	EJ20120506		Fee Offset Less Admin Fee	Elmer	-11.98	5,286.13
General Journal	8/5/2012	EJ20120603		Redeem JP Morgan Fed Mon Mkt	Elmer	272.55	5,558.68
General Journal	8/25/2012	EJ20120607		Fee Offset Less Admin Fee	Elmer	-12.29	5,546.39
General Journal	7/6/2012	EJ20120703		Redeem JP Morgan Fed Mon Mkt	Elmer	259.71	5,806.10
Check	7/17/2012	EFT	Bank of America	External transfer fee - 3 Day	Survivor	3.00	5,809.10
General Journal	7/27/2012	EJ20120704		Fee Offset Less Admin Fee	Elmer	-16.56	5,792.54
General Journal	8/3/2012	EJ20120803		Redeem JP Morgan Fed Mon Mkt	Elmer	275.06	6,067.60
General Journal	8/23/2012	EJ20120804		Fee Offset Less Admin Fee	Elmer	-16.69	6,050.91
General Journal	9/7/2012	EJ20120903		Redeem JP Morgan Fed Mon Mkt	Elmer	281.37	6,332.28
General Journal	9/25/2012	EJ20120907		Fee Offset Less Admin Fee	Elmer	-16.75	6,315.53
General Journal	10/4/2012	EJ20121003		Redeem JP Morgan Fed Mon Mkt	Elmer	278.62	6,594.15
General Journal	10/24/2012	EJ20121006		Fee Offset Less Admin Fee	Elmer	-17.20	6,576.95
General Journal	11/6/2012	EJ20121103		Redeem JP Morgan Fed Mon Mkt	Elmer	288.03	6,864.98
General Journal	11/30/2012	EJ20121104		Fee Offset Less Admin Fee	Elmer	-17.01	6,847.97
General Journal	12/8/2012	EJ20121203		Redeem JP Morgan Fed Mon Mkt	Elmer	275.75	7,123.72
General Journal	12/21/2012	EJ20121211		Fee Offset Less Admin Fee	Elmer	-17.22	7,106.50
General Journal	1/7/2013	EJ20130102		Redeem JP Morgan Fed Mon Mkt	Elmer	290.80	7,397.30
General Journal	1/25/2013	EJ20130104		Fee Offset Less Admin Fee	Elmer	-16.98	7,380.32
General Journal	2/5/2013	EJ20130203		Redeem JP Morgan Fed Mon Mkt	Elmer	299.80	7,680.12
General Journal	2/22/2013	EJ20130204		Fee Offset Less Admin Fee	Elmer	-17.22	7,662.90
General Journal	2/28/2013	EJ20130222		Annual Fee	Survivor	40.00	7,702.90
General Journal	3/7/2013	EJ20130303		Redeem JP Morgan Fed Mon Mkt	Elmer	273.58	7,976.48
General Journal	3/19/2013	EJ20130306		Fee Offset Less Admin Fee	Elmer	-18.33	7,958.15
General Journal	4/9/2013	EJ20130403		Redeem JP Morgan Fed Mon Mkt	Elmer	306.53	8,264.68
General Journal	4/18/2013	EJ20130404		Fee Offset Less Admin Fee	Elmer	-17.32	8,247.36
Check	4/30/2013	EFT	Bank of America	Monthly Fee	Nelva	12.00	8,259.36
General Journal	5/7/2013	EJ20130503		Redeem JP Morgan Fed Mon Mkt	Elmer	298.51	8,557.87
General Journal	5/28/2013	EJ20130504		Fee Offset Less Admin Fee	Elmer	-17.25	8,540.62
Total Bank & Brokerage Charges						8,540.62	6,540.62

Checks/Cash to Family Members

Check	12/21/2010	8849	Amy Brunsting Tschir...	Christmas Gifts	Nelva	200.00	200.00
Check	12/21/2010	EFT	Amy Brunsting Tschir...	Transfer Confirmation #6403973884	Nelva	7,000.00	7,200.00
Check	12/31/2010	ATM	Cash	TX Tr Cash Withdrawal at Banking Center Town and Country	Nelva	25.00	7,225.00
Check	1/12/2011	ATM	Cash	ATM 01/11 #000007185	Nelva	40.00	7,265.00
Check	1/19/2011	EFT	Amy Tschirhart	fee to G Vie letter/sch's dated 7/15/13	Survivor	6,000.00	13,265.00
Check	1/25/2011	ATM	Cash	ATM - Cash 01/25 #000006811	Nelva	10.00	13,275.00
Check	1/25/2011	115	Cash	CASH	Nelva	100.00	13,375.00
Check	2/22/2011	140	Cash	Cash	Nelva	100.00	13,475.00
Check	3/14/2011	149	Candace Curtis		Nelva	25.00	13,500.00
Check	3/20/2011	7007	Amy Brunsting	Reimbursement for supplies	Survivor	40.00	13,540.00
Check	4/7/2011	EFT	Candace Curtis	Gifts Given/ref acct 2272/ies to G Vie letter/sch's dated 7/15/13	Survivor	3,000.00	16,540.00
Check	4/21/2011	EFT	Best uy	Tino phone	Nelva	378.38	16,918.38
Check	5/10/2011	7014	TDECU	Luke Truck, ies to G Vie letter/sch's dated 7/15/13	Survivor	5,443.22	22,361.60
Check	5/27/2011	7016	The Victoria Col	Luke college -in lieu of Anita Trustee fee per G Vie letter	Survivor	461.00	22,822.60
Check	6/2/2011	EFT	Iowa 529	Kt college - Ach DES:Contribution ID:0000	Survivor	500.00	23,322.60
Check	6/30/2011	EFT	Am-Honda	For Katie DES:PMT ID:000001032223 ies to G Vie letter/sch's ...	Survivor	6,750.51	29,073.11
Check	6/6/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:11...	Survivor	2,358.75	31,431.86
Check	6/8/2011	TXFR	Candace Curtis	Candy Curtis to ckg ...2272 ies to G Vie letter/sch's dated 7/15...	Survivor	2,000.00	33,431.86
Check	6/13/2011	TXFR	Amy Tschirhart	Reimbursement - Supplies to fix house	Survivor	100.00	33,531.86
Check	6/23/2011	240	Luke Riley	Household yard work	Nelva	25.00	33,556.86
Check	6/27/2011	EFT	Bank of America Cre...	in lieu of Anita Trustee fee as per G Vie letter \$ amt. transposed...	Survivor	2,384.34	35,941.20
Check	7/6/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:114...	Survivor	2,976.35	38,917.55
Check	7/15/2011	EFT	Bank of America Cre...	Cr Card pymt in lieu of Trustee fee Anita, G Vie letter end Trust ...	Survivor	7,242.83	46,160.38
Check	7/18/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letterDES:EPAY ID:115...	Survivor	1,998.19	48,158.57
Check	7/26/2011	EFT	Amy Tschirhart	Reimbursement supplies to fix house	Survivor	100.00	48,258.57
Check	8/24/2011	EFT	Candace Curtis	ies to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	50,258.57
Check	8/24/2011	EFT	Candace Curtis	to chk 2839	Nelva	75.00	50,333.57
Check	8/25/2011	EFT	Candace Curtis	to chk 2839	Nelva	15.00	50,348.57
Check	8/25/2011	EFT	Candace Curtis	to chk 2839	Nelva	15.00	50,363.57
Check	8/26/2011	EFT	UTSA Admissions	Luke college - Education	Survivor	575.00	50,938.57

02102015:0838:PO169

0212015:1339:PO087

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	8/8/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:117...	Survivor	999.04	51,915.61
Check	9/7/2011	EFT	Candace Curtis	to chk 2839	Netva	125.00	52,040.61
Check	9/8/2011	EFT	Candace Curtis	to chk 2839	Netva	550.00	52,590.61
Check	9/23/2011	EFT	Bank of America Cre...	in lieu of Anita Trustee fee as per G Vie letter date on his sch 9/7	Survivor	4,767.36	57,357.97
Check	10/4/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:118...	Survivor	2,390.35	59,748.32
Check	10/5/2011	EFT	Candace Curtis	to chk 2839"	Netva	500.00	60,248.32
Check	10/18/2011	356	Netva Brunsting	Cash	Netva	50.00	60,298.32
Check	10/18/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:120...	Survivor	2,033.30	62,331.62
Check	10/21/2011	7032	Yehs Bankd Boosters	Katy band	Survivor	280.00	62,611.62
Check	10/26/2011	EFT	Candace Curtis	ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	64,611.62
Check	11/1/2011	TXFR	Luka Riley	Luka College ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	66,611.62
Check	11/3/2011	EFT	Bank of America Cre...	in lieu of Anita Trustee fee as per G Vie letter his sch had 10/6 d...	Survivor	102.52	66,714.14
Check	11/7/2011	EFT	Anita Brunsting	Legal fees Wire Type:Wire Out Date:111107 T to anita for futu...	Survivor	10,000.00	76,714.14
Check	11/7/2011	EFT	Amy Brunsting	Legal fees Wire Type:Wire Out Date:111107 T to amy for f...	Survivor	10,000.00	86,714.14
Check	11/7/2011	EFT	Amy Tachimart	Reimbursement - for supplies to fix house	Survivor	1,000.00	87,714.14
Check	11/8/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID: 121...	Survivor	3,274.51	90,988.65
Check	11/10/2011	EFT	Candace Curtis	ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	92,988.65
Check	1/25/2012	111	Amy Brunsting	Reimbursement - moving/repair expenses	Survivor	425.94	93,414.59
Check	2/27/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	10,000.00	103,414.59
Check	3/2/2012	TXFR	Amy Brunsting	Reimbursement trust expenses	Survivor	841.45	104,256.04
Check	3/2/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	2,537.50	106,793.54
Check	3/5/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	10,000.00	116,793.54
Check	3/6/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	3,117.50	119,911.04
General Journal	3/13/2012	EJ20120410	Amy Brunsting	Reimbursement	Survivor	-10,000.00	109,911.04
General Journal	3/13/2012	EJ20120412	Anita Brunsting	Reimbursement	Survivor	-10,040.00	99,871.04
Check	4/16/2012	122	Candace Curtis	Remainder of Life Ins Trust - Other Income	Survivor	60.00	99,931.04
Check	4/16/2012	123	Carl Brunsting	Remainder of Life Ins Trust	Survivor	60.00	99,991.04
Check	4/16/2012	124	Amy Brunsting	Remainder of Life Ins Trust - Other Inc	Survivor	60.00	100,051.04
Check	4/16/2012	125	Carole Brunsting	Remainder of Life Ins Trust - Other Inc	Survivor	60.00	100,111.04
Check	4/16/2012	127	Anita Brunsting	Remainder of Life Ins Trust - Other Inc	Survivor	44.65	100,155.69
Check	4/20/2012	EFT	Carole Brunsting	Moving Expenses Reimbursement	Survivor	1,583.50	101,739.19
Check	4/25/2012	131	Anita Brunsting	Legal fees Reimbursement for Retainer to Chip Mathews	Survivor	5,000.00	106,739.19
Check	4/25/2012	130	Anita Brunsting	Reimbursement for UPS to mail boxes to S Mills	Survivor	102.11	106,841.30
Check	5/18/2012	101	Anita Brunsting	Reimbursement for 1/2 farm tax	Elmer	1,678.43	108,500.73
Check	7/18/2012	TXFR	Amy Brunsting	Trust expenses - Reimbursement	Survivor	353.43	108,854.16
Check	9/10/2012	139	Anita Brunsting	Reimburse postage	Survivor	61.75	108,915.91
Check	9/10/2012	140	Anita Brunsting	Stamps reimbursement	Survivor	9.00	108,924.91
Total Checks/Cash to Family Members						108,924.91	108,924.91
Dues and Subscriptions							
Check	3/15/2011	154	Birds and Blooms		Netva	10.00	10.00
Check	4/25/2011	187	Doon Press		Netva	26.50	36.50
Check	8/17/2011	294	Houston Chronicle		Netva	138.00	174.50
Check	8/18/2011	292	Time Magazine		Netva	20.00	194.50
Check	9/21/2011	322	Iowa Outdoors		Netva	15.00	209.50
Check	9/10/2012	137	Houston Chronicle	final payment - subscription	Survivor	68.97	278.47
Total Dues and Subscriptions						278.47	278.47
Food/Dining/Groceries							
Check	12/21/2010	6848	Randalls		Netva	60.51	60.51
Check	1/10/2011	EFT	Randalls	01/09 #000555055	Netva	234.97	295.48
Check	1/18/2011	EFT	Kroger		Netva	32.33	327.81
Check	1/24/2011	EFT	Randalls	01/23 #000635058	Netva	35.89	363.70
Check	1/24/2011	EFT	Chick-til-a #0103	Dining	Netva	3.29	366.99
Check	1/31/2011	EFT	Randalls		Netva	51.87	418.86
Check	1/31/2011	EFT	Randalls		Netva	47.24	466.10
Check	1/31/2011	EFT	Chick-til-a #0103	Dining	Netva	3.29	469.39
Check	2/7/2011	EFT	Randalls		Netva	71.64	541.03
Check	2/14/2011	EFT	Randalls		Netva	23.68	564.71
Check	2/14/2011	EFT	Randalls		Netva	76.92	641.63
Check	2/18/2011	EFT	Kroger		Netva	27.33	668.96
Check	2/22/2011	EFT	Subway	Dining	Netva	3.25	672.21
Check	2/22/2011	EFT	Chick-til-a #0103	Dining	Netva	5.83	678.04
Check	2/22/2011	EFT	Randalls		Netva	47.02	725.06
Check	2/22/2011	EFT	Wal-Mart		Netva	48.27	773.33
Check	2/22/2011	EFT	Randalls		Netva	8.68	780.01
Check	2/22/2011	EFT	Walgreens		Netva	28.12	808.13
Check	2/24/2011	EFT	Randalls		Netva	24.39	832.52
Check	3/7/2011	EFT	Randalls		Netva	24.30	856.82
Check	3/7/2011	EFT	Chick-til-a #0103		Netva	3.29	860.11
Check	3/7/2011	EFT	Randalls		Netva	9.77	869.88
Check	3/7/2011	eft	Wal-Mart		Netva	11.89	881.77
General Journal	3/7/2011	EJ20120461		DEBIT 1943	Netva	-6.48	875.29
Check	3/8/2011	eft	Subway		Netva	3.25	878.54
Check	3/14/2011	EFT	Randalls		Netva	29.21	907.75
Check	3/14/2011	EFT	Chick-til-a #0103	Dining	Netva	14.16	921.91
Check	3/14/2011	EFT	Randalls		Netva	13.23	935.14
Check	3/14/2011	EFT	Taco Cabana	Dining	Netva	6.48	941.62
Check	3/14/2011	EFT	Chick-til-a #0103	Dining	Netva	3.29	944.91
Check	3/14/2011	EFT	Chick-til-a #0103	Dining	Netva	1.83	946.74
Check	3/14/2011	EEFT	Taco Cabana	Dining	Netva	8.63	955.37
Check	3/16/2011	EFT	Randalls		Netva	60.94	1,016.31
Check	3/16/2011	EFT	Randalls		Netva	12.44	1,028.75
Check	3/18/2011	EFT	Randalls		Netva	69.77	1,098.52
Check	3/21/2011	EFT	Taco Cabana	Dining	Netva	22.68	1,121.20
Check	3/21/2011	EFT	Taco Cabana	Dining	Netva	23.77	1,144.97
Check	3/21/2011	EFT	Wal-Mart		Netva	114.67	1,259.64
Check	3/21/2011	EFT	Randalls		Netva	16.37	1,276.01

Brunsting Family Living Trust

Detail of Accounts

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	3/21/2011	EFT	Randalls		Neiva	13.11	1,291.12
Check	3/28/2011	EFT	Randalls		Neiva	36.05	1,327.17
Check	3/29/2011	EFT	Subway	Dining	Neiva	4.33	1,331.50
Check	3/30/2011	EFT	Randalls		Neiva	8.65	1,340.35
Check	4/4/2011	EFT	Wal-Mart		Neiva	37.28	1,377.63
Check	4/4/2011	EFT	Randalls		Neiva	34.54	1,412.17
Check	4/4/2011	EFT	Randalls		Neiva	52.52	1,464.69
Check	4/5/2011	EFT	Subway	Dining	Neiva	3.25	1,467.94
Check	4/6/2011	EFT	Randalls		Neiva	34.97	1,502.91
Check	4/8/2011	EFT	Randalls		Neiva	15.87	1,518.78
Check	4/11/2011	EFT	Subway	Dining	Neiva	3.79	1,522.57
Check	4/11/2011	EFT	Chick-til-a #0103	Dining	Neiva	1.83	1,524.40
Check	4/11/2011	EFT	Chick-til-a #0103	Dining	Neiva	1.83	1,526.23
Check	4/11/2011	EFT	Randalls		Neiva	16.56	1,542.79
Check	4/11/2011	EFT	Randalls		Neiva	51.94	1,594.73
Check	4/12/2011	EFT	Subway	Dining	Neiva	3.25	1,597.98
Check	4/12/2011	EFT	Randalls		Neiva	34.69	1,632.67
Check	4/13/2011	EFT	Randalls		Neiva	67.04	1,699.71
Check	4/14/2011	EFT	Randalls		Neiva	24.03	1,723.74
Check	4/15/2011	EFT	Chick-til-a #0103	Dining	Neiva	10.25	1,733.99
Check	4/18/2011	EFT	Randalls		Neiva	26.45	1,760.44
Check	4/18/2011	EFT	Randalls		Neiva	23.16	1,783.60
Check	4/18/2011	EFT	Randalls		Neiva	17.30	1,800.90
Check	4/22/2011	EFT	Randalls		Neiva	57.60	1,858.50
Check	4/25/2011	EFT	Subway	Dining	Neiva	3.79	1,862.29
Check	4/25/2011	EFT	Subway	Dining	Neiva	3.79	1,866.08
Check	4/25/2011	EFT	Taco Cebana	Dining	Neiva	22.68	1,888.76
Check	4/25/2011	EFT	Randalls		Neiva	86.07	1,974.83
Check	5/2/2011	EFT	Randalls		Neiva	140.07	2,114.90
Check	5/3/2011	EFT	Randalls		Neiva	36.75	2,151.65
Check	5/6/2011	EFT	Randalls		Neiva	17.30	2,168.95
Check	5/9/2011	EFT	Randalls		Neiva	33.74	2,202.69
Check	5/9/2011	EFT	Randalls		Neiva	55.52	2,258.21
Check	5/11/2011	EFT	Randalls		Neiva	10.39	2,268.60
Check	5/16/2011	EFT	Chick-til-a #0103	Dining	Neiva	3.29	2,271.89
Check	5/18/2011	EFT	Chick-til-a #0103	Dining	Neiva	3.29	2,275.18
Check	5/18/2011	EFT	Randalls		Neiva	42.56	2,317.74
Check	5/20/2011	EFT	Randalls		Neiva	21.87	2,339.61
Check	5/23/2011	EFT	Randalls		Neiva	57.35	2,396.96
Check	5/25/2011	EFT	Randalls	Dining	Neiva	43.52	2,440.48
Check	5/31/2011	EFT	Randalls		Neiva	31.71	2,472.19
Check	6/3/2011	EFT	Randalls		Neiva	23.46	2,495.65
Check	6/6/2011	EFT	Kroger		Neiva	32.17	2,527.82
Check	6/6/2011	EFT	Randalls		Neiva	23.97	2,551.79
Check	6/8/2011	EFT	Randalls		Neiva	20.00	2,571.79
Check	6/8/2011	EFT	Fastop	Dining	Neiva	4.25	2,576.04
Check	6/13/2011	EFT	McDonald's	Dining	Neiva	13.48	2,589.50
Check	6/13/2011	EFT	Kroger		Neiva	3.05	2,592.55
Check	6/13/2011	EFT	Randalls		Neiva	43.77	2,636.32
Check	6/13/2011	EFT	Randalls		Neiva	54.05	2,690.37
Check	6/14/2011	EFT	McDonald's	Dining	Neiva	2.17	2,692.54
Check	6/20/2011	EFT	Randalls		Neiva	24.19	2,716.73
Check	6/24/2011	EFT	Randalls		Neiva	41.68	2,758.41
Check	6/28/2011	EFT	Randalls		Neiva	50.83	2,809.24
Check	7/1/2011	EFT	Randalls		Neiva	18.92	2,828.16
Check	7/5/2011	EFT	Randalls		Neiva	25.61	2,853.77
Check	7/5/2011	EFT	Randalls		Neiva	34.05	2,887.82
Check	7/8/2011	EFT	Chick-til-a #0103	Dining	Neiva	5.13	2,892.95
Check	7/8/2011	EFT	Randalls		Neiva	46.61	2,939.56
Check	7/11/2011	EFT	Randalls		Neiva	52.99	2,992.55
Check	7/11/2011	EFT	McDonald's	Dining	Neiva	2.48	2,995.03
Check	7/11/2011	EFT	Randalls		Neiva	29.80	3,024.83
Check	7/18/2011	EFT	Randalls		Neiva	35.41	3,060.24
Check	7/18/2011	EFT	Randalls		Neiva	25.14	3,085.38
Check	7/18/2011	EFT	Wal-Mart		Neiva	280.73	3,346.11
Check	7/21/2011	EFT	Randalls		Neiva	45.34	3,391.45
Check	7/25/2011	EFT	Randalls		Neiva	43.38	3,434.83
Check	7/25/2011	EFT	Randalls		Neiva	60.57	3,495.40
Check	7/25/2011	EFT	Kotache Factory	Dining	Neiva	3.76	3,499.16
Check	7/28/2011	EFT	Randalls		Neiva	31.23	3,530.39
Check	7/28/2011	EFT	Randalls		Neiva	26.20	3,556.59
Check	7/29/2011	EFT	Chick-til-a #0103	Dining	Neiva	1.83	3,558.42
Check	8/1/2011	EFT	Randalls		Neiva	47.94	3,606.36
Check	8/1/2011	EFT	Walgreens		Neiva	20.99	3,627.35
Check	8/1/2011	EFT	Chick-til-a #0103	Dining	Neiva	3.29	3,630.64
Check	8/2/2011	EFT	Randalls		Neiva	29.74	3,660.38
Check	8/4/2011	EFT	McDonald's	Dining	Neiva	2.17	3,662.55
Check	8/5/2011	EFT	Randalls		Neiva	24.92	3,687.47
Check	8/8/2011	EFT	Randalls		Neiva	30.29	3,717.76
Check	8/8/2011	EFT	Randalls	08/06	Neiva	57.90	3,775.66
Check	8/10/2011	EFT	Randalls		Neiva	21.78	3,797.42
Check	8/15/2011	EFT	Randalls		Neiva	58.34	3,855.76
Check	8/15/2011	EFT	Randalls		Neiva	46.75	3,902.51
Check	8/17/2011	EFT	HEB		Neiva	34.39	3,936.90
Check	8/17/2011	EFT	HEB		Neiva	19.77	3,956.67
Check	8/22/2011	EFT	Randalls		Neiva	39.52	3,996.19
Check	8/22/2011	EFT	Randalls		Neiva	44.98	4,041.18
Check	8/24/2011	EFT	Randalls		Neiva	44.36	4,085.54

02102015:0838:P0171

02112015:1339:P0099

Brunsting Family Living Trust
Detail of Accounts
 12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	8/24/2011	EFT	Randalls		Netva	28.74	4,114.28
Check	8/25/2011	EFT	Randalls		Netva	18.33	4,132.81
Check	8/29/2011	EFT	Randalls		Netva	36.15	4,168.76
Check	9/2/2011	EFT	Randalls		Netva	21.71	4,190.47
Check	9/6/2011	EFT	Randalls		Netva	33.12	4,223.59
Check	9/6/2011	EFT	Chick- fi -a #0103	Dining	Netva	3.29	4,226.88
Check	9/6/2011	EFT	Randalls		Netva	68.27	4,295.15
Check	9/7/2011	EFT	Randalls		Netva	50.29	4,345.44
Check	9/8/2011	EFT	Randalls		Netva	14.60	4,360.04
Check	9/9/2011	EFT	Chick- fi -a #0103		Netva	3.29	4,363.33
Check	9/12/2011	EFT	Randalls		Netva	92.24	4,455.57
Check	9/12/2011	EFT	Randalls		Netva	20.00	4,475.57
Check	9/19/2011	EFT	Randalls		Netva	42.84	4,518.41
Check	9/23/2011	EFT	Walgreens		Netva	11.99	4,530.40
Check	9/28/2011	EFT	Wal-Mart		Netva	133.75	4,664.15
Check	9/28/2011	EFT	Randalls		Netva	23.57	4,687.72
Check	9/28/2011	EFT	Randalls		Netva	14.06	4,701.78
Check	9/28/2011	EFT	Randalls		Netva	18.90	4,720.68
Check	9/30/2011	EFT	Randalls		Netva	28.77	4,749.45
Check	9/30/2011	EFT	Randalls		Netva	19.08	4,768.51
Check	10/3/2011	EFT	Wal-Mart		Netva	55.92	4,824.43
Check	10/3/2011	EFT	Randalls		Netva	32.16	4,856.59
Check	10/3/2011	EFT	HEB		Netva	20.75	4,877.34
Check	10/3/2011	EFT	Randalls		Netva	8.95	4,886.29
Check	10/4/2011	EFT	Randalls		Netva	38.92	4,925.21
Check	10/7/2011	EFT	Randalls		Netva	39.04	4,964.25
Check	10/11/2011	EFT	Chick- fi -a #0103	Dining	Netva	3.29	4,967.54
Check	10/11/2011	EFT	Randalls		Netva	26.50	4,994.04
Check	10/11/2011	EFT	Randalls		Netva	14.06	5,008.10
Check	10/12/2011	ET	Randalls		Netva	25.47	5,033.57
Check	10/17/2011	EFT	Randalls		Netva	65.96	5,099.53
Check	10/17/2011	EFT	Randalls		Netva	45.32	5,144.85
Check	10/17/2011	EFT	Randalls		Netva	28.88	5,173.83
Check	10/17/2011	EFT	Randalls		Netva	28.05	5,201.88
Check	10/17/2011	EFT	Randalls		Netva	17.30	5,219.18
Check	10/17/2011	EFT	McDonald's	Dining	Netva	6.28	5,225.44
Check	10/19/2011	EFT	Randalls		Netva	27.71	5,253.15
Check	10/20/2011	EFT	Chick- fi -a #0103	dINING	Netva	3.29	5,256.44
Check	10/21/2011	eft	Randalls		Netva	7.81	5,264.05
Check	10/21/2011	eft	Chick- fi -a #0103	dINING	Netva	3.29	5,267.34
Check	10/24/2011	EFT	Randalls		Netva	41.88	5,309.22
Check	10/24/2011	eft	Chick- fi -a #0103	dINING	Netva	3.29	5,312.51
Check	10/25/2011	eft	Randalls		Netva	52.17	5,364.68
Check	10/26/2011	eft	Randalls		Netva	42.23	5,406.91
Check	10/26/2011	EFT	Subway	Dining	Netva	14.70	5,421.61
Check	10/31/2011	EFT	Randalls		Netva	94.10	5,515.71
Check	10/31/2011	EFT	Randalls		Netva	20.33	5,536.04
Check	10/31/2011	EFT	Randalls		Netva	6.90	5,542.94
Check	11/1/2011	EFT	Randalls		Netva	33.16	5,576.10
Check	11/2/2011	EFT	Randalls	Fuel	Netva	25.78	5,601.88
Check	11/4/2011	EFT	Randalls		Netva	10.00	5,611.88
Check	11/4/2011	EFT	Randalls		Netva	53.01	5,664.89
Check	11/7/2011	EFT	Au Bon Pain-memo	Dining	Netva	3.94	5,668.83
Check	11/7/2011	EFT	Chick- fi -a #0103	Dining	Netva	3.29	5,672.12
Check	11/7/2011	EFT	McDonald's	Dining	Netva	1.08	5,673.20
Check	11/7/2011	EFT	Randalls		Netva	33.51	5,706.71
Check	11/7/2011	EFT	Randalls		Netva	34.35	5,741.06
Check	11/8/2011	EFT	Randalls		Netva	17.84	5,758.90
Check	11/8/2011	EFT	McDonald's	Dining	Netva	8.70	5,767.60
Check	11/8/2011	EFT	Randalls		Netva	48.45	5,814.05
Check	11/9/2011	EFT	HEB		Netva	43.40	5,857.45
Check	11/14/2011	eft	Randalls		Netva	32.71	5,890.16
Check	11/14/2011	eft	Randalls		Netva	30.92	5,921.08
Check	11/14/2011	eft	Randalls		Netva	22.41	5,943.49
Check	11/14/2011	EFT	McDonald's	Dining	Netva	8.60	5,952.09
Check	11/14/2011	EFT	Chick- fi -a #0103	Dining	Netva	3.29	5,955.38
Check	11/14/2011	EFT	Chick- fi -a #0103	Dining	Netva	3.29	5,958.67
Total Food/Dining/Groceries						5,958.67	5,958.67
Funeral							
Check	11/12/2011	7033	Memorial Oaks		Survivor	1,595.00	1,595.00
Check	11/14/2011	7035	Memorial Oaks		Survivor	1,511.29	3,106.29
Check	11/15/2011	7036	Memorial Oaks	Organist	Survivor	150.00	3,256.29
Check	11/15/2011	7037	Bob Johnson	pastor	Survivor	300.00	3,556.29
Total Funeral						3,556.29	3,556.29
Household							
Check	1/20/2011	111	Mrs. Gutierrez	Cleaning	Netva	70.00	70.00
Check	2/11/2011	125	Mrs. Gutierrez	Cleaning	Netva	70.00	140.00
Check	2/18/2011	161	Mrs. Gutierrez	Cleaning	Netva	70.00	210.00
Check	2/22/2011	EFT	Southwest Fertilizer		Netva	8.73	218.73
Check	2/28/2011	EFT	Southwest Fertilizer		Netva	59.73	278.46
Check	2/28/2011	EFT	Radio Shack		Netva	94.13	372.59
Check	3/1/2011	EFT	Home Depot		Netva	20.55	393.14
Check	3/25/2011	169	Mrs. Gutierrez	Cleaning	Netva	70.00	463.14
Check	3/28/2011	EFT	Southwest Fertilizer		Netva	13.39	476.53
Check	4/8/2011	EFT	Southwest Fertilizer		Netva	8.73	485.26
Check	4/8/2011	179	Mrs. Gutierrez	Cleaning	Netva	70.00	555.26

02102015:0838:P0172

02102015:1339:P0040

Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	4/18/2011	EFT	Sou The Home	04/16 #000457501	Neiva	22.83	579.09
Check	4/25/2011	196	Mrs. Gutierrez	Cleaning	Neiva	70.00	649.09
Check	5/3/2011	EFT	Southwest Fertilizer		Neiva	21.98	671.07
Check	5/9/2011	210	Mrs. Gutierrez	Cleaning	Neiva	70.00	741.07
Check	5/23/2011	221	Mrs. Gutierrez	Cleaning	Neiva	70.00	811.07
Check	6/3/2011	237	Mrs. Gutierrez	Cleaning	Neiva	70.00	881.07
Check	6/27/2011	EFT	Sou The Home		Neiva	181.36	1,042.43
Check	7/26/2011	EFT	Southwest Fertilizer	Garden	Neiva	25.88	1,068.31
Check	8/11/2011	300	Maria Vaquera	Cleaning	Neiva	50.00	1,118.31
Check	9/13/2011	EFT	Southwest Fertilizer	Garden	Neiva	18.89	1,137.20
Check	9/26/2011	336	Maria Vaquera	Cleaning	Neiva	50.00	1,187.20
Check	10/6/2011	345	Maria Vaquera	Cleaning	Neiva	50.00	1,237.20
Total Household						1,237.20	1,237.20
Insurance Expense							
Check	1/5/2011	EFT	State Farm Insurance		Survivor	299.83	299.83
Check	2/2/2011	EFT	State Farm Insurance	PPD	Survivor	299.83	599.86
Check	3/2/2011	EFT	State Farm Insurance	PPD	Survivor	299.83	899.79
Check	4/4/2011	EFT	State Farm Insurance	PPD	Survivor	301.36	1,201.15
Check	5/3/2011	EFT	State Farm Insurance		Survivor	300.82	1,501.77
Check	6/2/2011	EFT	State Farm Insurance	PPD	Survivor	300.82	1,802.39
Check	7/6/2011	EFT	State Farm Insurance	PPD	Survivor	300.82	2,103.01
Check	8/2/2011	EFT	State Farm Insurance		Survivor	300.82	2,403.83
Check	9/2/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	2,693.67
Check	10/4/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	2,983.71
Check	11/2/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	3,273.75
Check	12/2/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	3,563.79
Check	1/5/2012	EFT	State Farm Insurance	PPF	Survivor	290.04	3,853.83
Check	2/2/2012	EFT	State Farm Insurance	PPD	Survivor	290.04	4,143.87
Check	3/2/2012	EFT	State Farm Insurance	PPD	Survivor	292.79	4,436.66
Check	4/3/2012	EFT	State Farm Insurance	PPD	Survivor	301.22	4,737.88
Total Insurance Expense						4,737.88	4,737.88
Lawn Care							
Check	2/14/2011	133	Mr. Phan Chan	Household	Neiva	100.00	100.00
Check	3/11/2011	157	Mr. Phan Chan	Household	Neiva	100.00	200.00
Check	3/21/2011	160	Nicolas	Yard work	Neiva	52.00	252.00
Check	4/15/2011	190	Mr. Phan Chan	mowing	Neiva	100.00	352.00
Check	5/20/2011	222	Mr. Phan Chan	mowing	Neiva	100.00	452.00
Check	5/24/2011	226	Fernando	yard work Home repair	Neiva	35.00	487.00
Check	6/27/2011	255	Mr. Phan Chan	mowing	Neiva	125.00	612.00
Check	7/25/2011	280	Mr. Phan Chan	mowing	Neiva	125.00	737.00
Check	8/23/2011	337	Mr. Phan Chan	Household	Neiva	225.00	962.00
Check	10/21/2011	361	Mr. Phan Chan	Household	Neiva	100.00	1,062.00
Check	12/23/2011	105	Mr. Phan Chan	13630 Pinerock	Survivor	200.00	1,262.00
Total Lawn Care						1,262.00	1,262.00
Legal Fees							
Check	1/19/2011	7003	Vacek & Freed PLLC		Survivor	880.15	880.15
Check	3/17/2011	7006	Vacek & Freed PLLC	Legal Fees	Survivor	340.00	1,220.15
Check	6/2/2011	7015	Vacek & Freed PLLC		Survivor	575.59	1,795.74
Check	8/5/2011	7025	Vacek & Freed PLLC	Retainer	Survivor	1,000.00	2,795.74
Check	10/12/2011	7030	DeKoster & DeKoster	farm contract	Survivor	100.00	2,895.74
Check	12/20/2011	101	Vacek & Freed PLLC	Retainer	Survivor	4,500.00	7,395.74
Check	1/3/2012	110	Herb Jamison	House appraisal	Survivor	450.00	7,845.74
Check	4/20/2012	128	Mills Shirley LLP	Suit	Survivor	10,000.00	17,845.74
Check	4/20/2012	129	Bernard Mathews		Survivor	1,029.80	18,875.34
Check	7/18/2012	135	Mills Shirley LLP		Survivor	17,000.00	35,875.34
Check	3/21/2013	142	Mills Shirley LLP		Survivor	437.10	36,312.44
Check	4/2/2013	143	Mills Shirley LLP		Survivor	10,000.00	46,312.44
General Journal	5/31/2013	EJ20120434		George via Candy's suit From Mills Shirley - Reimbursement	Survivor	-10,000.00	36,312.44
Total Legal Fees						36,312.44	36,312.44
Medical Expenses In Home Care							
Check	12/29/2010	6851	Tino	Faustino Vaquera, Jr	Neiva	1,245.00	1,245.00
Check	12/29/2010	6852	Michael Brooks		Neiva	855.00	2,100.00
Check	1/4/2011	6853	Robert Cantu		Survivor	738.00	2,838.00
Check	1/7/2011	91	Michael Brooks		Neiva	585.00	3,421.00
Check	1/10/2011	92	Tino		Neiva	1,413.14	4,834.14
Check	1/11/2011	93	Robert Cantu		Neiva	805.00	5,439.14
Check	1/13/2011	102	Michael Brooks		Neiva	585.00	6,024.14
Check	1/18/2011	101	Tino		Neiva	1,065.00	7,089.14
Check	1/18/2011	110	Robert Cantu		Neiva	810.00	7,899.14
General Journal	1/19/2011	EJ20120455		Return of Posted Check / Item (Robert Cantu)	Neiva	-810.00	7,089.14
Check	1/21/2011	112	Tino		Neiva	1,619.00	8,708.14
Check	1/21/2011	113	Robert Cantu		Neiva	888.00	9,596.14
Check	1/24/2011	114	Robert Cantu		Neiva	1,083.91	10,680.05
Check	1/27/2011	116	Tino		Neiva	908.55	11,588.60
Check	1/28/2011	120	Robert Cantu		Neiva	858.93	12,447.53
Check	2/1/2011	121	Tino		Neiva	1,248.00	13,695.53
Check	2/1/2011	144	Robert Cantu		Neiva	801.80	14,497.33
Check	2/2/2011	122	Robert Cantu		Neiva	460.00	14,957.33
Check	2/4/2011	124	Tino		Neiva	842.00	15,799.33
Check	2/7/2011	126	Robert Cantu		Neiva	807.00	16,606.33
Check	2/11/2011	130	Tino		Neiva	1,188.00	17,794.33
Check	2/11/2011	131	Robert Cantu		Neiva	637.41	18,431.74
Check	2/14/2011	135	Robert Cantu		Neiva	430.00	18,861.74

Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	2/17/2011	138	Tino		Neiva	1,454.42	20,291.16
Check	2/18/2011	136	Robert Cantu		Neiva	771.23	21,062.39
Check	2/22/2011	162	Tino		Neiva	1,067.57	22,129.96
Check	2/25/2011	141	Tino		Neiva	826.72	22,956.68
Check	2/25/2011	143	Robert Cantu		Neiva	510.00	23,466.68
Check	3/4/2011	146	Robert Cantu		Neiva	538.68	24,005.36
Check	3/7/2011	148	Tino		Neiva	1,704.19	25,709.55
Check	3/10/2011	165	Michael Brooks		Neiva	285.00	25,994.55
Check	3/10/2011	156	Robert Cantu		Neiva	1,045.67	27,040.22
Check	3/14/2011	158	Tino		Neiva	1,253.02	28,293.24
Check	3/16/2011	159	Michael Brooks		Neiva	55.00	28,348.24
Check	3/18/2011	163	Robert Cantu		Neiva	289.78	28,638.02
Check	3/21/2011	164	Tino		Neiva	1,248.70	29,886.72
Check	3/21/2011	185	Michael Brooks		Neiva	367.50	30,254.22
Check	3/21/2011	166	Robert Cantu		Neiva	380.00	30,614.22
Check	3/23/2011	187	Michael Brooks		Neiva	67.50	30,681.72
Check	3/24/2011	168	Robert Cantu		Neiva	490.86	31,172.58
Check	3/24/2011	170	Tino		Neiva	50.00	31,222.58
Check	3/25/2011	172	Tino		Neiva	1,836.77	32,859.35
Check	3/28/2011	173	Michael Brooks		Neiva	65.00	32,824.35
Check	3/28/2011	174	Robert Cantu		Neiva	701.91	33,826.26
Check	4/1/2011	175	Tino		Neiva	1,689.00	35,315.26
Check	4/4/2011	177	Robert Cantu		Neiva	1,303.48	36,618.74
Check	4/7/2011	178	Michael Brooks		Neiva	184.00	36,802.74
Check	4/8/2011	180	Tino		Neiva	1,475.00	38,277.74
Check	4/11/2011	181	Robert Cantu		Neiva	1,042.10	39,319.84
Check	4/13/2011	185	Michael Brooks		Neiva	75.00	39,394.84
Check	4/15/2011	189	Michael Brooks		Neiva	91.00	39,485.84
Check	4/15/2011	191	Tino		Neiva	1,704.81	41,190.65
Check	4/18/2011	192	Michael Brooks		Neiva	195.00	41,385.65
Check	4/19/2011	194	Michael Brooks		Neiva	216.50	41,602.15
Check	4/20/2011	195	Michael Brooks		Neiva	75.00	41,677.15
Check	4/22/2011	197	Michael Brooks		Neiva	202.00	41,879.15
Check	4/22/2011	198	Tino		Neiva	2,156.83	44,035.98
Check	4/25/2011	199	Robert Cantu		Neiva	215.00	44,250.98
Check	4/25/2011	200	Michael Brooks		Neiva	300.00	44,550.98
Check	4/26/2011	202	Shirleka Hughes		Neiva	1,080.00	45,630.98
Check	4/27/2011	203	Michael Brooks		Neiva	60.00	45,690.98
Check	4/29/2011	204	Robert Cantu		Neiva	645.00	46,335.98
Check	4/29/2011	205	Michael Brooks		Neiva	90.00	46,425.98
Check	5/3/2011	208	Robert Cantu		Neiva	202.50	46,628.48
Check	5/4/2011	207	Tino		Neiva	1,721.11	48,349.59
Check	5/4/2011	209	Michael Brooks		Neiva	270.00	48,619.59
Check	5/6/2011	211	Tino		Neiva	743.00	49,362.59
Check	5/6/2011	212	Michael Brooks		Neiva	67.50	49,430.09
Check	5/6/2011	213	Robert Cantu		Neiva	225.00	49,655.09
Check	5/9/2011	214	Robert Cantu		Neiva	902.30	50,557.39
Check	5/9/2011	215	Michael Brooks		Neiva	202.00	50,759.39
Check	5/12/2011	216	Michael Brooks		Neiva	45.00	50,804.39
Check	5/13/2011	217	Tino		Neiva	1,320.53	52,124.92
Check	5/13/2011	218	Robert Cantu		Neiva	255.00	52,379.92
Check	5/16/2011	219	Robert Cantu		Neiva	868.81	53,248.73
Check	5/16/2011	220	Michael Brooks		Neiva	217.50	53,466.23
Check	5/20/2011	223	Tino		Neiva	1,483.53	54,949.76
Check	5/23/2011	227	Robert Cantu		Neiva	1,026.00	55,975.76
Check	5/23/2011	228	Michael Brooks		Neiva	207.00	56,182.76
Check	5/25/2011	229	Michael Brooks		Neiva	219.50	56,402.26
Check	5/25/2011	231	Michael Brooks		Neiva	227.50	56,629.76
Check	5/27/2011	232	Tino		Neiva	1,621.50	58,251.26
Check	5/31/2011	235	Robert Cantu		Neiva	796.88	59,048.12
Check	5/31/2011	236	Katrina Harper		Neiva	360.00	59,408.12
Check	6/3/2011	239	Tino		Neiva	1,215.36	60,623.48
Check	6/7/2011	241	Robert Cantu		Neiva	1,115.00	61,738.48
Check	6/7/2011	242	Katrina Harper		Neiva	360.00	62,098.48
Check	6/10/2011	243	Tino		Neiva	1,110.00	63,208.48
Check	6/13/2011	244	Robert Cantu		Neiva	720.00	63,928.48
Check	6/13/2011	246	Katrina Harper		Neiva	600.00	64,528.48
Check	6/16/2011	247	Daisy Harper		Neiva	720.00	65,248.48
Check	6/17/2011	248	Robert Cantu		Neiva	930.00	66,178.48
Check	6/20/2011	250	Katrina Harper		Neiva	670.00	67,048.48
Check	6/21/2011	249	Daisy Harper		Neiva	40.00	67,088.48
Check	6/22/2011	252	Cameo Caregivers		Neiva	68.00	67,156.48
Check	6/23/2011	256	Tino		Neiva	1,170.00	68,326.48
Check	6/27/2011	257	Robert Cantu		Neiva	926.19	69,252.67
Check	6/27/2011	258	Katrina Harper		Neiva	360.00	69,612.67
Check	6/29/2011	259	Tino		Neiva	1,121.63	70,734.32
Check	7/1/2011	263	Robert Cantu		Neiva	930.00	71,664.32
Check	7/5/2011	265	Katrina Harper		Neiva	450.00	72,114.32
Check	7/5/2011	266	Robert Cantu		Neiva	60.00	72,174.32
Check	7/7/2011	269	Tino		Neiva	1,166.70	73,341.02
Check	7/8/2011	270	Robert Cantu		Neiva	915.00	74,256.02
Check	7/11/2011	271	Katrina Harper		Neiva	465.00	74,721.02
Check	7/15/2011	273	Robert Cantu		Neiva	720.00	75,441.02
Check	7/18/2011	274	Katrina Harper		Neiva	873.50	76,314.52
Check	7/21/2011	275	Tino		Neiva	1,172.66	77,487.18
Check	7/21/2011	276	Tino		Neiva	100.00	77,587.18
Check	7/22/2011	272	Tino		Neiva	1,300.06	78,887.24
Check	7/22/2011	278	Robert Cantu		Neiva	165.00	79,052.24

Brunsting Family Living Trust
Detail of Accounts
 12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	7/22/2011	279	Katrina Harper		Neiva	465.00	79,317.24
Check	7/25/2011	277	Daisy Harper		Neiva	60.00	79,377.24
Check	7/25/2011	281	Robert Cantu		Neiva	765.00	80,142.24
Check	7/28/2011	282	Tino		Neiva	705.00	80,847.24
Check	8/1/2011	283	Robert Cantu		Neiva	1,018.00	81,865.24
Check	8/1/2011	284	Katrina Harper		Neiva	1,062.47	82,927.71
Check	8/4/2011	288	Tino		Neiva	907.50	83,835.21
Check	8/8/2011	289	Robert Cantu		Neiva	930.00	84,765.21
Check	8/9/2011	290	Katrina Harper		Neiva	465.00	85,230.21
Check	8/11/2011	291	Tino		Neiva	1,125.00	86,355.21
Check	8/15/2011	301	Robert Cantu		Neiva	946.00	87,301.21
Check	8/15/2011	302	Katrina Harper		Neiva	450.00	87,751.21
Check	8/18/2011	303	Tino		Neiva	1,146.83	88,898.04
Check	8/19/2011	304	Robert Cantu		Neiva	172.50	89,070.54
Check	8/19/2011	306	Katrina Harper		Neiva	459.50	89,530.04
Check	8/22/2011	308	Robert Cantu		Neiva	735.00	90,265.04
Check	8/24/2011	309	Tino		Neiva	1,110.00	91,375.04
Check	8/29/2011	311	Robert Cantu		Neiva	1,004.00	92,379.04
Check	8/30/2011	312	Katrina Harper		Neiva	517.50	92,896.54
Check	8/1/2011	313	Tino		Neiva	1,162.50	94,059.04
Check	9/5/2011	314	Katrina Harper		Neiva	173.00	94,232.04
Check	9/8/2011	315	Robert Cantu		Neiva	750.00	94,982.04
Check	9/8/2011	316	Daisy Harper		Neiva	80.00	95,062.04
Check	9/8/2011	317	Katrina Harper		Neiva	440.00	95,502.04
Check	8/8/2011	318	Tino		Neiva	1,193.58	96,695.63
Check	9/12/2011	319	Robert Cantu		Neiva	750.00	97,445.63
Check	9/13/2011	328	Katrina Harper		Neiva	628.15	98,073.78
Check	9/15/2011	330	Tino		Neiva	1,034.67	99,108.45
Check	9/19/2011	332	Robert Cantu		Neiva	715.00	99,823.45
Check	9/20/2011	334	Katrina Harper		Neiva	578.00	100,399.45
Check	9/22/2011	335	Tino		Neiva	1,054.46	101,453.91
Check	9/26/2011	338	Robert Cantu		Neiva	784.86	102,238.77
Check	9/27/2011	339	Katrina Harper		Neiva	630.00	102,868.77
Check	9/29/2011	340	Tino		Neiva	810.29	103,679.06
Check	10/3/2011	341	Robert Cantu		Neiva	976.34	104,655.40
Check	10/4/2011	342	Katrina Harper		Neiva	578.57	105,233.97
Check	10/8/2011	344	Tino		Neiva	1,030.00	106,263.97
Check	10/7/2011	346	Robert Cantu		Neiva	165.00	106,428.97
Check	10/11/2011	348	Robert Cantu		Neiva	570.00	106,998.97
Check	10/11/2011	349	Katrina Harper		Neiva	581.86	107,576.83
Check	10/11/2011	350	Robert Cantu		Neiva	240.00	107,816.83
Check	10/14/2011	351	Robert Cantu		Neiva	515.00	108,333.63
Check	10/17/2011	352	Robert Cantu		Neiva	570.00	108,903.63
Check	10/18/2011	353	Katrina Harper		Neiva	985.00	109,888.63
Check	10/19/2011	357	Tino		Neiva	1,342.50	111,231.13
Check	10/21/2011	358	Katrina Harper		Neiva	165.00	111,396.13
Check	10/24/2011	363	Robert Cantu		Neiva	860.00	112,256.13
Check	10/25/2011	384	Katrina Harper		Neiva	370.00	112,626.13
Check	10/28/2011	365	Tino		Neiva	1,187.19	113,813.32
Check	10/31/2011	CHK	Unknown payee		Neiva	793.00	114,606.32
Check	10/31/2011	366	Katrina Harper		Neiva	165.00	114,771.32
Check	11/1/2011	375	Katrina Harper		Neiva	540.00	115,311.32
Check	11/4/2011	378	Tino		Neiva	1,235.29	116,546.61
Check	11/7/2011	377	Robert Cantu		Neiva	885.00	117,431.61
Check	11/8/2011	401	Katrina Harper		Neiva	360.00	117,791.61
Check	11/14/2011	431	Latoya Harper		Neiva	90.00	117,881.61
Check	11/14/2011	432	Katrina Harper		Neiva	810.00	118,691.61
Check	11/14/2011	433	Robert Cantu		Neiva	541.00	119,232.61
Total In Home Care						119,232.61	119,232.61
Medical Supplies							
Check	1/3/2011	6847	Medical Aids		Survivor	32.48	32.48
Check	1/19/2011	104	Duke Medical Equipm...		Neiva	2.54	35.02
Check	4/22/2011	184	Duke Medical Equipm...		Neiva	17.75	52.77
Check	7/7/2011	7023	Duke Medical Equipm...		Survivor	7.82	60.39
Check	7/7/2011	251	Duke Medical Equipm...	Supplies	Neiva	5.08	65.47
Total Medical Supplies						65.47	65.47
Medical Expenses - Other							
Check	1/10/2011	EFT	Walgreens	Food & Dining Groceries POS DEB 1943 01/03/11 00027165	Neiva	21.62	21.62
Check	1/18/2011	103	Memorial City Hermann		Neiva	220.00	241.62
Check	1/19/2011	105	Memorial Clinical Ass...	Doctor	Neiva	8.02	249.64
Check	1/19/2011	108	Radiology West	Doctor	Neiva	1.23	250.87
Check	1/20/2011	106	Memoria City Surgical...	Doctor	Neiva	39.74	290.61
Check	2/2/2011	118	Memorial Pathology C...	Doctor	Neiva	7.10	297.71
Check	2/7/2011	117	Rosewood Family Ph...	Doctor	Neiva	65.00	362.71
Check	2/8/2011	127	Scheicher Dental	Dentist	Neiva	106.00	468.71
Check	2/17/2011	134	Medical Chest Associ...	Doctor	Neiva	15.01	483.72
Check	3/8/2011	151	Memorial City Hermann		Neiva	181.58	665.30
Check	3/10/2011	150	Radiology West		Neiva	5.37	670.67
Check	3/14/2011	153	ACS Primary Care		Neiva	7.56	678.23
Check	4/18/2011	188	ACS Primary Care		Neiva	7.23	685.46
Check	4/19/2011	183	Medical Chest Associ...	Doctor	Neiva	19.52	704.98
Check	4/22/2011	193	Cardiologist Assoc of ...		Neiva	28.60	733.58
Check	6/23/2011	254	Memorial Clinical Ass...	Doctor	Neiva	5.76	739.34
Check	7/1/2011	250	Scheicher Dental	Dentist	Neiva	143.00	882.34
Check	7/6/2011	7024	Medical Chest Associ...	Medical: Doctor	Survivor	4.12	886.46
Check	8/5/2011	285	Dr. Achari	Doctor	Neiva	24.98	911.44

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	8/15/2011	298	memorial Hermann M...		Neiva	13.47	923.91
Check	8/16/2011	299	ACS Primary Care		Neiva	7.23	931.14
Check	8/18/2011	297	Azmat Khan MDPA	Doctor	Neiva	10.13	941.27
Check	8/29/2011	310	Legends Pharmacy		Neiva	42.00	983.27
Check	9/13/2011	323	Dentax	Doctor	Neiva	155.40	1,138.67
Check	9/13/2011	324	Memorial City Hermann		Neiva	25.00	1,163.67
Check	9/16/2011	321	ACS Primary Care	Doctor	Neiva	6.87	1,170.54
Check	9/22/2011	327	Memorial City Hermann		Neiva	59.77	1,230.31
Check	9/28/2011	320	Dr. Khawaja	Doctor	Neiva	28.04	1,258.35
Check	10/18/2011	355	OC Pharmacy	Medicine	Neiva	10.00	1,268.35
Check	10/19/2011	354	Oncology Consultants	Doctor	Neiva	22.48	1,290.83
Check	11/7/2011	EFT	Mht Nutrit Svca H		Neiva	8.12	1,298.95
Check	11/10/2011	371	Dr. Achari	Doctor	Neiva	29.30	1,328.25
Check	11/10/2011	372	Northwoods Urology	Doctor	Neiva	84.97	1,413.22
Check	11/14/2011	374	Medical Chest Assoc...	Doctor	Neiva	34.42	1,447.64
Check	12/6/2011	7041	Justin Alexander	for kt - reimburse Medical	Survivor	40.00	1,487.64
Check	12/15/2011	103	Memorial City Hermann	Doctor	Survivor	41.72	1,529.36
Check	12/22/2011	107	Kelsey-Seybold Clinic	Doctor	Survivor	13.92	1,543.28
Check	12/22/2011	108	Memorial City Hermann	Doctor	Survivor	226.40	1,769.68
Check	12/22/2011	109	ACS Primary Care	Doctor	Survivor	6.87	1,776.55
Check	1/23/2012	113	Northwoods Urology	Doctor	Survivor	740.77	2,517.32
Check	2/24/2012	112	Dr. Annie Uralit	Doctor	Survivor	44.06	2,561.38
Check	4/16/2012	120	Houston Progressive ...	Doctor	Survivor	2.20	2,563.58
Check	4/16/2012	121	Medical Chest Assoc...	Doctor	Survivor	5.40	2,568.98
Total Medical Expenses - Other						2,568.98	2,568.98
Total Medical Expenses						121,867.06	121,867.06
Miscellaneous Expenses							
Check	1/18/2011	107	Hull Co-op	Misc	Neiva	238.50	238.50
Check	11/14/2011	WDRL	Withdrawal	NO INFORMATION GIVEN FOR THIS TRANSACTION AND BA...	Neiva	6,500.00	6,738.50
Check	11/14/2011	EFT	Houston Metro Ca	Misc	Neiva	15.22	6,753.72
Total Miscellaneous Expenses						6,753.72	6,753.72
Office Supplies							
Check	1/13/2011	EFT	Bank of America	Check Order	Survivor	15.00	15.00
Check	12/31/2012	141	Office Depot	Printer Ink	Survivor	48.70	63.70
Total Office Supplies						63.70	63.70
Payments to Credit Cards							
Bank of America Credit Cards							
Check	2/1/2011	EFT	Bank of America Cre...		Neiva	43.29	43.29
Check	3/1/2011	EFT	Bank of America Cre...	Household	Survivor	282.47	325.76
Check	3/18/2011	EFT	Bank of America Cre...		Neiva	84.82	410.58
Check	4/1/2011	EFT	Bank of America Cre...	Payment	Survivor	38.00	448.58
Check	5/2/2011	EFT	Bank of America Cre...		Survivor	2,967.61	3,416.19
Check	6/1/2011	EFT	Bank of America Cre...	Credit card	Survivor	8,355.65	9,771.84
Check	9/1/2011	EFT	Bank of America Cre...		Survivor	3,256.32	13,028.16
Check	11/7/2011	EFT	Bank of America Cre...		Survivor	323.88	13,352.04
Check	12/2/2011	EFT	Bank of America Cre...		Survivor	359.79	13,711.83
Check	2/2/2012	EFT	Bank of America Cre...		Survivor	269.84	13,981.67
Check	3/2/2012	EFT	Bank of America Cre...		Survivor	61.32	14,042.99
Total Bank of America Credit Cards						14,042.99	14,042.99
Bluebonnet Credit Union Cred Cd							
Check	1/18/2011	EFT	Bank of America Cre...	Payment	Neiva	725.00	725.00
General Journal	1/19/2011	EJ20120455		Return of Posted Check / Nam (R - BOA Cr Cd payment)	Neiva	-725.00	0.00
Check	1/21/2011	EFT	Bank of America Cre...	Payment	Neiva	725.00	725.00
Check	3/14/2011	152	Bluebonnet Credit Uni...	Credit card	Neiva	3,248.57	3,973.57
Check	3/15/2011	312	Cardmember Serv	Credit Card	Neiva	111.00	4,084.57
Check	5/26/2011	225	Bluebonnet Credit Uni...	Credit card	Neiva	1,852.24	5,936.81
Check	5/27/2011	EFT	Bluebonnet Credit Uni...	w/medical	Survivor	1,864.49	7,801.30
Check	6/21/2011	9000	Cardmember Serv	payment	Neiva	195.00	7,996.30
Check	7/18/2011	EFT	Bluebonnet Credit Uni...	w medical	Survivor	175.47	8,171.77
Check	8/16/2011	EFT	Bluebonnet Credit Uni...	with medical	Survivor	1,172.08	9,343.85
Check	9/19/2011	EFT	Bluebonnet Credit Uni...	w/medical	Survivor	790.04	10,133.89
Check	10/18/2011	EFT	Bluebonnet Credit Uni...	w/medical	Survivor	687.84	10,821.73
Check	11/29/2011	EFT	Bluebonnet Credit Uni...	includes medical	Survivor	1,165.23	11,986.96
Total Bluebonnet Credit Union Cred Cd						11,986.96	11,986.96
Total Payments to Credit Cards						26,029.95	26,029.95
Personal Care							
Check	2/25/2011	139	Sivana	Hair	Neiva	52.00	52.00
Check	5/27/2011	230	Sivana	hair	Neiva	25.00	77.00
Check	6/13/2011	EFT	Target	Shopping-Clothing	Neiva	53.12	130.12
Check	6/13/2011	EFT	J C Penney	Shopping - Clothing	Neiva	125.93	256.05
Check	6/20/2011	EFT	J C Penney	Shopping - Clothing	Neiva	61.70	317.75
Check	6/20/2011	EFT	J C Penney	Shopping - Clothing	Neiva	251.94	569.69
General Journal	6/21/2011	EJ20120468		ATM - Target - Shopping - Clothing	Neiva	-53.12	516.57
Check	8/21/2011	EFT	Target	Shopping - Clothing	Neiva	30.84	547.41
General Journal	7/11/2011	EJ20120470		ATM JCPenney Shopping - Clothing	Neiva	-140.42	406.99
Check	7/11/2011	EFT	Stain Mart	Shopping - Clothing	Neiva	102.77	509.76
Check	7/11/2011	EFT	J C Penney	Shopping - Clothing	Neiva	80.05	589.81
Check	7/18/2011	EFT	J C Penney	Shopping - Clothing	Neiva	208.33	798.14
Total Personal Care						798.14	798.14
Pet Care							

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Pet Food and Supplies							
Check	2/28/2011	EFT	Petsmart	Food & Dining:Groceries	Nelva	36.79	36.79
Check	7/29/2011	EFT	Petsmart		Nelva	32.89	69.68
Total Pet Food and Supplies						69.68	69.68
Veterinary Expenses							
Check	5/23/2011	EFT	Houston Veterinary	Carole covered healthcare worked pay when this acct was low - ...	Nelva	1,019.72	1,019.72
Check	8/14/2011	EFT	Houston Veterinary	Carole had to cover worker pay - Reimbursement	Nelva	216.80	1,236.52
General Journal	6/15/2011	EJ20120467		ATM - Checkcard 0612 Houston Veterinary	Nelva	-433.60	802.92
Check	9/19/2011	EFT	Equine Sports Med	Carole covered worker pay - Reimbursement	Nelva	812.50	1,615.42
Check	10/3/2011	EFT	Greenway Animal C	Carole covered worker pay - Reimbursement	Nelva	360.82	1,976.24
Total Veterinary Expenses						1,976.24	1,976.24
Total Pet Care						2,045.92	2,045.92
Postage							
Check	3/21/2012	118	Postmaster	Estate tax info to Rich	Survivor	14.80	14.80
Check	4/18/2012	126	Postmaster	Mailing Cert Life Ins Checks	Survivor	12.60	27.40
Check	8/27/2012	134	Postmaster	Trust docs	Survivor	29.19	56.59
Check	7/18/2012	136	Postmaster	Papers to lawyer	Survivor	15.45	72.04
Check	4/4/2013	144	Postmaster	contract to g. vie	Survivor	6.11	78.15
Total Postage						78.15	78.15
Professional Fees							
Check	6/9/2011	7017	Kroese & Kroese	Mom - Tax preparations	Survivor	561.93	561.93
Check	6/9/2011	7018	Kroese & Kroese	Decedents trust Tax preparation	Survivor	1,123.87	1,685.80
Check	9/5/2011	7029	Kroese & Kroese	farm lease Tax preparation	Survivor	203.06	1,888.86
Check	10/20/2011	7031	Kroese & Kroese	Tax preparation	Survivor	700.00	2,588.86
Check	3/11/2012	116	Kroese & Kroese	Farm appraisal/mgmt	Survivor	2,175.00	4,763.86
Check	4/13/2012	119	Kroese & Kroese	Tax preparation	Survivor	1,050.00	5,813.86
Check	5/16/2012	102	Kroese & Kroese	Accounting services	Elmer	750.00	6,563.86
Check	5/16/2012	103	Kroese & Kroese	Accounting services - farm contract and trust advice	Elmer	1,000.00	7,563.86
Total Professional Fees						7,563.86	7,563.86
Repairs and Maintenance							
Check	8/13/2011	EFT	Sears	Home appliance repair	Nelva	134.93	134.93
Check	8/16/2011	285	P&M Air Conditioning	Home repair	Nelva	148.38	283.31
Check	2/29/2012	115	Durapier	Leveling house - home repair	Survivor	500.00	783.31
Total Repairs and Maintenance						783.31	783.31
Supplies							
Check	1/31/2011	EFT	Lowe's	Garden	Nelva	0.95	0.95
Check	2/22/2011	EFT	Lowe's	Garden	Nelva	22.99	23.94
Check	6/27/2011	EFT	Lowe's	Garden	Nelva	5.89	29.83
Total Supplies						29.83	29.83
Taxes							
Taxes - Federal							
Check	1/25/2011	7001	United States Treasury	2010 Estimated Taxes	Survivor	2,840.00	2,840.00
Check	4/15/2011	7010	United States Treasury	Decedents trust 2010 tax	Survivor	7,995.00	9,935.00
Check	4/15/2011	7011	United States Treasury	Decedents trust 2011 tax qtr est	Survivor	1,780.00	11,715.00
Check	4/15/2011	7012	United States Treasury	Surv Trust 2011 tax qtr est	Survivor	3,095.00	14,810.00
Check	4/15/2011	7013	United States Treasury	Surv Trust 2010 tax	Survivor	3,620.00	18,430.00
Check	6/8/2011	7020	United States Treasury	Surv Trust 2010 tax qtrly Tax:Fed	Survivor	3,620.00	22,050.00
Check	6/9/2011	7022	United States Treasury	Dec Trust 2010 tax qtrly Tax:Fed	Survivor	1,780.00	23,830.00
Check	9/5/2011	7027	United States Treasury	Sept mom's trust pmt	Survivor	2,100.00	25,930.00
Check	9/5/2011	7028	United States Treasury	Sept dad's trust pmt	Survivor	1,780.00	27,710.00
Check	12/15/2011	104	United States Treasury	Tax:Fed	Survivor	1,780.00	29,490.00
Check	4/4/2013	146	United States Treasury	Tax:Fed	Survivor	20.00	29,510.00
Check	4/14/2013	104	United States Treasury	Tax:Fed	Elmer	23,906.00	53,416.00
Total Taxes - Federal						53,416.00	53,416.00
Taxes - Property							
Check	1/19/2011	7004	Tax Assessor-Collector	098-560-000-0031	Survivor	1,112.87	1,112.87
Check	3/2/2011	145	Wilchester West Fund	Tax:zzzzzz	Nelva	385.23	1,478.10
Check	4/8/2011	EFT	County Treasurer	DES: TAX ID: 971 farm	Survivor	1,387.40	2,865.50
Check	6/9/2011	7019	Wilchester West Fund	Tax:ZZZZZ 13630 Pinerock	Survivor	327.00	3,192.50
Check	10/4/2011	EFT	County Treasurer	DES:Tax ID:119 farm	Survivor	1,598.40	4,790.90
Check	11/23/2011	EFT	Spring Branch ISD	DES: checkpaymt Tax:ZZZZZZZ	Survivor	227.24	5,018.14
Check	12/15/2011	102	Wilchester West Fund	Tax:zzzzzzzz 13630 Pinerock	Survivor	359.00	5,377.14
Check	1/19/2012	114	HC Property Tax		Survivor	1,285.05	6,662.19
Check	10/15/2012	EFT	County Treasurer	DES: Tax ID: 166	Elmer	1,586.40	8,248.59
Check	3/18/2013	EFT	County Treasurer	DES: Tax ID: 178 - Farm Tax	Elmer	1,583.40	9,811.99
Total Taxes - Property						9,811.99	9,811.99
Taxes -State							
Check	2/1/2011	7002	State of Iowa Treasurer		Survivor	330.00	330.00
Check	6/9/2011	7021	Treasurer State of Iowa		Survivor	47.00	377.00
Check	9/5/2011	7028	Treasurer State of Iowa	mom	Survivor	230.00	607.00
General Journal	4/23/2012	EJ20120415		Deposit Iowa Tax Refund	Survivor	-690.00	-83.00
Check	9/10/2012	138	Treasurer State of Iowa	Amended taxes	Survivor	79.00	-4.00
Check	4/14/2013	105	Treasurer State of Iowa		Elmer	4,797.00	4,793.00
Total Taxes -State						4,793.00	4,793.00
Total Taxes						68,020.99	68,020.99
Telephone Expense							
Check	1/24/2011	EFT	Verizon		Nelva	106.42	106.42

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	1/27/2011	EFT	AT&T		Survivor	68.68	175.10
Check	2/24/2011	EFT	Verizon		Neiva	172.35	347.45
Check	2/28/2011	7008	AT&T	(SBC-AR, KS, MO, OK, TX) B	Survivor	76.39	423.84
Check	3/15/2011	EFT	AT&T	(SBC-AR, KS, MO, OK, TX) B	Survivor	70.42	494.26
Check	3/28/2011	EFT	Verizon		Neiva	138.92	633.18
Check	4/21/2011	EFT	Verizon		Neiva	72.88	706.06
Check	4/26/2011	EFT	AT&T	(SBC-AR, KS, MO, OK, TX) B	Survivor	176.85	882.91
Check	5/9/2011	EFT	AT&T		Survivor	177.21	1,060.12
Check	5/27/2011	EFT	AT&T		Survivor	95.73	1,155.85
Check	6/6/2011	EFT	Verizon		Neiva	225.00	1,380.85
Check	6/9/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	154.09	1,534.94
Check	6/28/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	86.12	1,621.06
Check	7/5/2011	EFT	Verizon		Neiva	282.03	1,903.09
Check	7/11/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	224.42	2,127.51
Check	7/27/2011	EFT	AT&T	Bill(SBC-AR, KS, MO, OK, TX) B	Survivor	82.16	2,209.67
Check	8/2/2011	EFT	Verizon		Neiva	245.03	2,454.70
Check	8/10/2011	EFT	AT&T	DES:Payment ID: 787780565AUS	Survivor	170.89	2,625.59
Check	8/23/2011	EFT	Verizon		Neiva	242.00	2,867.59
Check	8/26/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) bill payment	Survivor	84.47	2,952.06
Check	9/12/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	166.71	3,120.77
Check	9/23/2011	EFT	Verizon		Neiva	137.66	3,258.43
Check	9/26/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	84.47	3,342.90
Check	10/11/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	184.35	3,527.25
Check	11/1/2011	EFT	Verizon		Neiva	189.54	3,716.79
Check	11/8/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	84.44	3,801.23
Check	11/10/2011	EFT	AT&T	DES:Payment ID: 787780565AUS	Survivor	168.24	3,969.47
Check	11/23/2011	EFT	Verizon		Neiva	192.13	4,161.60
Check	12/5/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	90.82	4,252.42
Check	12/28/2011	EFT	AT&T	Bill(SBC-AR, KS, MO, OK, TX) B	Survivor	108.59	4,361.01
Check	1/31/2012	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	88.00	4,447.01
Check	2/14/2012	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	72.16	4,519.17
Total Telephone Expense						4,519.17	4,519.17
Utilities							
Cable TV							
Check	1/5/2011	EFT	Comcast		Survivor	64.04	64.04
Check	1/27/2011	EFT	Comcast		Survivor	59.77	123.81
Check	2/25/2011	EFT	Comcast		Survivor	67.65	191.46
Check	3/23/2011	EFT	Comcast		Survivor	63.71	255.17
Check	4/26/2011	EFT	Comcast		Survivor	63.71	318.88
Check	4/26/2011	EFT	Comcast		Survivor	63.71	382.59
Check	5/26/2011	EFT	Comcast		Survivor	11.52	394.11
Check	5/31/2011	EFT	Comcast		Survivor	11.52	405.63
Check	6/28/2011	EFT	Comcast	Elmer H Brunsting	Survivor	52.20	457.83
Check	7/28/2011	EFT	Comcast	Elmer	Survivor	63.72	521.55
Check	8/29/2011	EFT	Comcast		Survivor	63.72	585.27
Check	9/28/2011	EFT	Comcast		Survivor	63.72	648.99
Check	10/28/2011	EFT	Comcast		Survivor	63.71	712.70
Check	11/29/2011	EFT	Comcast		Survivor	63.71	776.41
Total Cable TV						776.41	776.41
Electricity							
Check	1/21/2011	EFT	Stream Energy of TX		Survivor	134.05	134.05
Check	2/18/2011	EFT	Stream Energy of TX	Utilities: Gas & Electric	Survivor	106.89	240.94
Check	3/15/2011	EFT	Stream Energy of TX		Survivor	100.71	341.65
Check	4/18/2011	EFT	Stream Energy of TX		Survivor	93.99	435.64
Check	5/19/2011	EFT	Stream Energy of TX		Survivor	174.81	610.25
Check	6/17/2011	EFT	Stream Energy of TX	Bill payment	Survivor	217.04	827.29
Check	7/18/2011	EFT	Stream Energy of TX	Bill payment	Survivor	166.12	993.41
Check	8/17/2011	EFT	Stream Energy of TX	bill payment	Survivor	308.10	1,301.51
Check	9/16/2011	EFT	Stream Energy of TX	bill payment	Survivor	344.55	1,646.06
Check	10/17/2011	EFT	Stream Energy of TX		Survivor	217.43	1,863.49
Check	11/15/2011	EFT	Stream Energy of TX	payment	Survivor	160.88	2,024.17
Check	12/28/2011	eft	Stream Energy of TX	PAYMENT	Survivor	61.95	2,106.12
Check	1/20/2012	EFT	Stream Energy of TX		Survivor	59.96	2,166.08
Check	2/17/2012	EFT	Stream Energy of TX		Survivor	19.10	2,185.18
Check	3/26/2012	EFT	Stream Energy of TX		Survivor	39.19	2,224.37
Check	4/25/2012	EFT	Stream Energy of TX	Payment	Survivor	25.00	2,249.37
Check	6/7/2012	133	Stream Energy of TX		Survivor	10.53	2,259.90
Total Electricity						2,259.90	2,259.90
Gas							
Check	1/19/2011	7005	Entex		Survivor	130.42	130.42
Check	4/18/2011	EFT	Entex	PPD	Neiva	323.62	454.04
Check	6/22/2011	EFT	Entex	PPD	Neiva	73.47	527.51
Check	8/15/2011	296	Entex		Neiva	52.48	579.99
Check	9/14/2011	325	Entex		Neiva	42.59	622.58
Check	11/23/2011	EFT	Entex	PPD	Survivor	65.86	688.24
Check	12/22/2011	106	Centerpoint Energy	PPD	Survivor	54.62	742.86
Check	3/11/2012	117	Centerpoint Energy	PPD	Survivor	158.09	900.95
Check	6/7/2012	132	Entex	PPD	Survivor	41.71	942.66
Total Gas						942.66	942.66
Water							
Check	12/23/2010	EFT	City of Houston Water		Neiva	52.74	52.74
Check	1/21/2011	EFT	City of Houston Water		Survivor	80.94	133.68
Check	3/1/2011	EFT	City of Houston Water	Water Bill	Survivor	52.74	186.42
Check	4/4/2011	EFT	City of Houston Water		Survivor	90.34	276.76

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	5/11/2011	eft	City of Houston Water	WATER BILL	Survivor	99.74	376.50
Check	6/9/2011	EFT	City of Houston Water	DES: Water bill I	Survivor	130.35	506.85
Check	8/22/2011	7710	Electchik	Bcf - 14411 We 06/ Westh, Houston, TX #000032384	Survivor	314.57	821.42
Check	7/11/2011	EFT	City of Houston Water	DES:Water bill I	Survivor	282.51	1,103.93
Check	8/8/2011	EFT	City of Houston Water	DES: water bill I	Survivor	277.78	1,381.71
Check	9/8/2011	EFT	City of Houston Water	DES:water bill I	Survivor	285.10	1,646.81
Check	10/12/2011	EFT	City of Houston Water	DES:water bill I	Survivor	227.06	1,873.87
Check	11/10/2011	EFT	City of Houston Water	DES: water bill I	Survivor	201.70	2,075.57
Check	12/9/2011	EFT	City of Houston Water	DES:Water bill I	Survivor	252.42	2,327.99
Check	1/9/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	115.49	2,443.48
Check	2/13/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	47.13	2,490.61
Check	3/19/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	20.42	2,511.03
Check	4/12/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	26.19	2,537.22
Total Water						2,537.22	2,537.22
Total Utilities						6,516.19	6,516.19
Total Expense						418,844.23	418,844.23
Net Ordinary Income						411,325.12	411,325.12
Other Income/Expense							
Other Expense							
FMV of Stocks Transferred Out							
General Journal	5/11/2011	EJ20110622		Distribute 1,120 Sh Exxon Stock to Amy Brunsting	Survivor	90,854.40	90,854.40
General Journal	6/15/2011	EJ20110621		Distribute 1,325 Sh Exxon to Carole Brunsting	Elmer	110,597.75	201,452.15
General Journal	6/15/2011	EJ20110621		Distribute 160 Sh Exxon to Candy Curtis	Survivor	13,355.20	214,807.35
General Journal	6/15/2011	EJ20110621		Distribute 160 Sh Exxon to Anita Brunsting	Survivor	13,355.20	228,162.55
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Ann Brunsting	Nelva	14,162.85	242,325.40
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Anita Brunsting	Nelva	14,162.85	256,488.25
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Jack Brunsting	Nelva	14,162.85	270,651.10
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Katie Riley	Nelva	14,162.85	284,813.95
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Luke Riley	Nelva	14,162.85	298,976.80
Total FMV of Stocks Transferred Out						298,976.80	298,976.80
Total Other Expense						298,976.80	298,976.80
Net Other Income						-298,976.80	-298,976.80
Net Income						112,348.32	112,348.32

02102015:0838:P0179

02102015:333:P0047

UNOFFICIAL

02102015:0836:P01B0

02112015:1339:P004B

EXHIBIT 3

UNOFFICIAL

COPY

Stock Distribution Analysis
 Exhibit 3

Approximate Date	Exxon/Mobil		Chevron Corporation		Totals	
	Shares	Value	Shares	Value	Shares	Value
Amy Brunsting						
5/11/2011	1,120.00000	90,854.40			1,120.00000	90,854.40
Carole Brunsting						
6/15/2011	1,325.00000	110,597.75			1,325.00000	110,597.75
Candy Curtis						
6/15/2011	160.00000	13,355.20			160.00000	13,355.20
Ann Brunsting						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Jack Brunsting						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Katie Riley						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Luke Riley						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Anita Brunsting						
6/15/2011	160.00000	13,355.20	135.00000	14,162.85	295.00000	27,518.05
Totals	2,765.00000	228,162.55	675.00000	70,814.25	3,440.00000	298,976.80
Recap by Date						
5/11/2011	1,120.00000	90,854.40			1,120.00000	90,854.40
6/15/2011	1,325.00000	110,597.75			1,325.00000	110,597.75
6/15/2011	320.00000	26,710.40	675.00000	70,814.25	995.00000	97,524.65
	2,765.00000	228,162.55	675.00000	70,814.25	3,440.00000	298,976.80

02112015:0998:P0181

02112015:1999:P0049

UNOFFICIAL COPY

02112015:1339:P0050

02102015:0838:P0182

UNOFFICIAL COPY

Exhibit C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, *et al*,

Plaintiffs,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

§
§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-592

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

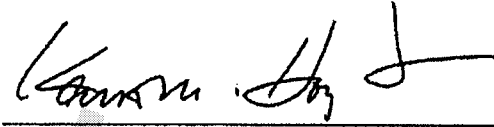
The matter before the Court is the Plaintiff's Motion to Remand. Plaintiff seeks remand of the case to state court on substantive and procedural grounds including a lack of complete diversity between the parties and the existence of similar questions of law and fact currently pending before Harris County Probate Court Number Four under Cause Number 412,249. The Court finds that the remand should be GRANTED.

The Court finds that Plaintiff originally filed her Petition against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust and that diversity jurisdiction existed between Plaintiff and Defendants. Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously. The Court further finds that no parties are opposed to this remand and that no parties have filed any objection thereto.

It is, therefore, ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.



Kenneth M. Hoyt
United States District Judge

02112015:1339:P0052

02102015:0838:P0184

Exhibit 17

PLAINTIFFS RESPONSE TO THE REPORT OF MASTER AND APPLICATIONS FOR
ORDERS August 13, 2013 demanding defendants account for EE bonds

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	§	
Plaintiff,	§	
	§	
v	§	CIVIL ACTION NO. 4:12-cv-00592
	§	Jury
ANITA KAY BRUNSTING, et al.	§	
Defendants.	§	

**PLAINTIFF’S RESPONSE TO THE REPORT OF MASTER AND
APPLICATIONS FOR ORDERS**

1. Statement of the Case

1.1 Plaintiff and Defendants are siblings. Their parents, Elmer and Nelva Brunsting, created a living trust for their benefit and for the benefit of their five children. The stated co-successor beneficiary distribution was to be equal, 1/5 for each of the five Brunsting children: Candace, Carole, Carl, Amy, and Anita. The trust was also structured to preserve the Brunsting legacy for Elmer and Nelva’s grandchildren.

1.2 Plaintiff Curtis’ father died April 1, 2009 and her mother died November 11, 2011.

1.3 On February 27, 2012, Plaintiff filed a pro se complaint in the United States District Court for the Southern District of Texas, alleging the civil torts of breach of fiduciary, extrinsic and constructive fraud, and intentional infliction of

emotional distress, alleging that the Defendants, acting as trustees for their parents' trust, failed to notice her of actions affecting her beneficial interests, refused to provide copies of non-protected trust instruments, and refused to account for trust assets or to report on any other acts of administration. On March 8, 2012, Plaintiff's complaint was dismissed under the probate exception to federal diversity jurisdiction. The Plaintiff filed a notice of appeal. On January 30, 2013, the Fifth Circuit Court of Appeals reversed the dismissal. On April 19, 2013, the District Court issued a memorandum and order for preliminary injunction. In the order, the Court ordered the appointment of an independent firm or accountant to gather the financial records of the trust and provide an accounting of the income and expenses of the trust since December 21, 2010. The defendants were ordered to cooperate with the accountant in this process.

1.4 On May 9, 2013, the Court ordered the appointment of William G. West as Master to perform an accounting. The Report of Master¹, dated July 31, 2013, was submitted to the Court and the Court set this matter for hearing on September 3, 2013, with a deadline for filing objections to the report and the accountant's invoice on or before August 27, 2013.

¹ Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13

2. The Report of Master

2.1 The Report of Master (“Report”) corroborates Plaintiff’s claims that Defendants have refused to account for trust assets, to report on any other acts of administration, concealed information that they have a fiduciary duty to disclose, and that Defendants failed to keep accurate books and records, and therefore are unwilling or unable to account.

2.2 The Report indicates to Plaintiff that Defendants have failed to keep any books whatsoever, and cannot or will not produce all of the records necessary for a full, true and complete accounting of trust assets, income, and expenditures. Many of these records they have simply claimed as “missing”, after numerous requests from the Master to provide the information.

2.3 Therefore, on the basis of the absence of records, as shown by the Report, Plaintiff objects to the accounting provided by Defendants as incomplete, and hereby challenges all transactions.

3. General Challenge to Validity of Transactions

3.1 Defendants’ inability or unwillingness to disclose supporting evidence that would give the accounting veracity, continues to inform this Plaintiff’s belief that Defendants have something to hide.

3.2 Plaintiff hereby generally challenges all transactions, including but not limited to those claimed to be gifts, reimbursements, trustee compensation, and legal expenses. Plaintiff specifically challenges all transactions from which Defendants personally benefited.

4. Known Assets of the Trust Unaccounted For

4.1 Plaintiff has personal knowledge that U.S. Treasury Series EE/E Savings Bonds existed after the death of Nelva Brunsting and have not appeared on any schedule of assets to date.

5. Application for Order to Obtain Records Regarding U.S. Treasury Bonds

5.1 Plaintiff moves this court for an order for procurement of the records on file with the U.S. Treasury, pursuant to the attached proposed order.

6. Application for Order to Obtain Additional Records and Records Noted in the Master's Report to be "Missing"

6.1 The extent to which the trust assets have been mismanaged cannot be determined without complete transparency and documentation. Plaintiff therefore moves this court for an order for procurement of additional and "missing" records pursuant to the attached proposed order.

7. Challenge to Validity of Securities Transactions

7.1 The Report reflects stock distributions to the Defendants and their children. Plaintiff specifically challenges all stock transactions from which Defendants personally benefited. Defendants did not notice Plaintiff, nor obtain her consent, for distributions that benefited the Defendants substantially more than, and to the exclusion of, other co-beneficiaries.

8. Other Relief Requested

8.1 Plaintiff requests that Defendants be ordered to bear the costs associated with the execution of these orders.

8.2 Plaintiff further requests that the Preliminary Injunction remain in full force and effect.

8.3 Plaintiff further respectfully requests that this Court grant any other available relief that it finds reasonable or necessary under the totality of the circumstances.

Respectfully submitted, Monday, August 26, 2013

/s/ _____
Candace Louise Curtis
1215 Ulfinian Way
Martinez, CA 94553
925-759-9020
occurtis@sbcglobal.net

Exhibit 18

Transcript: Hearing on Report of Special Master September 3, 2013

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS . Civil Action
. No. H-12-592

VS.

ANITA KAY BRUNSTING, ET . SEPTEMBER 3, 2013
AL. . HOUSTON, TEXAS
. 1:38 P.M.
. .

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

APPEARANCES:

FOR PLAINTIFF: MS. CANDACE LOUISE
Pro Se
1215 Ulfonian Way
Martinez, California 94553

FOR DEFENDANTS: MR. GEORGE WILLIAM VIE, III
MS. MAUREEN McCUTCHEN
Mills Shirley LLP
1021 Main Street
Suite 1950
Houston, Texas 77002

Proceedings recorded by mechanical stenography, transcript
produced by computer-aided transcription.

1 APPEARANCES (Continued):

2

3 FOR SPECIAL MASTER:

MR. TIMOTHY AARON MILLION
Munsch Hardt, et al.
700 Louisiana Street
Suite 4600
Houston, Texas 77002

4

5

6

7

8

9 OFFICIAL COURT REPORTER:

MS. STEPHANIE KAY CARLISLE
U.S. District Court
515 Rusk, Suite 8016
Houston, Texas 77002
713.250.5157

10

11

12

13

14 ALSO PRESENT:

Mr. William Arthur Potter

15

16

17

* * *

18

19

20

21

22

23

24

25

1 PROCEEDINGS

2 (September 3, 2013)

3 THE COURT: This is Cause No. 2012-592, Candace
4 Louise Curtis versus Anita Kay Brunsting and others. And Amy
01:38:17PM 5 Ruth Brunsting. And I believe the law firm has been sued as
6 well. I'm not sure if they have been served or not. In any
7 event, let's see. Let's get an announcement here.

8 For the plaintiff, pro se, is that you,
9 Ms. Curtis?

01:38:32PM 10 MS. CURTIS: Yes, Your Honor.

11 THE COURT: And for the defendants?

12 MR. VIE: George Vie and Maureen Kuzik McCutchen for
13 the defendants, Your Honor.

14 THE COURT: I'm sorry, say that again.

15 MR. VIE: George Vie and Ms. McCutchen for the
16 defendants, Your Honor.

17 THE COURT: All right. And I have the special
18 master here as well.

19 MR. WEST: Good afternoon, Your Honor. William
01:38:54PM 20 West, special master.

21 THE COURT: And you have counsel with you?

22 MR. MILLION: Good afternoon, Your Honor. Timothy
23 Million.

24 THE COURT: All right. And another gentleman?

01:39:06PM 25 MR. WEST: Your Honor, this is my associate, William

1 A. Potter, P-O-T-T-E-R.

2 THE COURT: Okay. Very good. Let's see. We have
3 the special master here as well, I gather, as the defendants,
4 two of the defendants, the two sisters.

01:39:24PM

5 I'm not sure. Are both of them serving as
6 administrators or trustees of the estate?

7 MR. VIE: They are both co-trustees. Only Anita
8 Brunsting is here today.

9 THE COURT: Any reason why Amy Ruth is not present?

01:39:44PM

10 MR. VIE: Just because of employment obligations,
11 sir.

12 THE COURT: Okay. I believe that's everyone that's
13 participating.

01:40:04PM

14 We have this suit that was filed by Ms. Curtis
15 back in 2012, in fact. I believe, Ms. Curtis, somewhere
16 around February of 2012. That was pending for a period of
17 time, and it was initially brought as a kind of truth in
18 limine accounting. She mixed a lot of stuff together there.

01:40:26PM

19 And, of course, the one aspect of the case that
20 this Court -- I said one aspect. One of the aspects of this
21 case that the Court saw was first that there was diversity of
22 citizenship, that she was a California resident, and the
23 sisters were Texas residents.

01:40:44PM

24 And, secondly, that she was making allegations
25 about an estate that appeared to be substantial sums of money,

1 or property, or both, were located, and that she was an heir,
2 or at least felt that she was one of the heirs to the estate,
3 and that she felt, I believe, at that time, that her sisters,
4 who were co-trustees, were not properly managing the estate.

01:41:09PM 5 I think that's, generally speaking, how this lawsuit
6 developed.

7 So, in the process of conducting a couple of
8 hearings, or at least -- I say hearings, opportunities for
9 communication and dialogue, the Court set this matter for a
01:41:26PM 10 hearing, and we had a hearing several months ago. Let's see
11 if I can track that down. A telephone conference in July. I
12 think it may have been the -- perhaps were the last
13 communication we had. Proceeding here in the courtroom, for
14 sure.

01:42:08PM 15 And the Court determined that a report, an
16 accounting of income, receipts, and expenses, and
17 disbursements would be appropriate, setting a time frame of
18 December 21, 2010, through May 31st of 2013, and that that
19 report should be filed. I would then conduct a hearing to
01:42:31PM 20 determine not so much whether or not the accounting -- the
21 report should be received, but to permit the master -- special
22 master to answer questions from either side regarding the
23 procedure and his findings, and then, also, for approval of
24 his request for -- for pay.

01:42:56PM 25 And there, I believe, have been, since that

1 time, motions filed by the defense for, I believe, a renewal
2 of a lease on the Iowa property. Objections to that and then
3 other motions have been filed. So we will see how much, if
4 not all of this, we can cover.

01:43:25PM

5 So, Ms. Curtis, will you be -- besides the
6 special master, is there anyone else in the courtroom you are
7 going to need to call and have testify or ask questions of?

8 MS. CURTIS: No, Your Honor.

01:43:41PM

9 THE COURT: Okay. Sir, if you come forward, I will
10 swear you in, and then you can take a seat over on my left.

11 Raise your right hand, please, sir.

12 (William West, witness, sworn.)

01:44:07PM

13 THE COURT: Please have a seat. And we can start
14 with -- Ms. Curtis, we can start with you, if you have
15 questions of the special master regarding -- you have a copy
16 of his report, do you not?

17 MS. CURTIS: Yes, I do, Your Honor.

18 THE COURT: Okay. Why don't you move up closer to
19 us there -- no, no, no. I mean, you can have a seat there,
20 but I just wanted you to move up closer and bring the
21 paperwork up closer.

01:44:44PM

22 All right. This is a formal proceeding, Ms.
23 Curtis, so that when you are addressing the Court, you will
24 need to stand and address the Court, and -- and I will be
25 requiring that all of the questioning that is done as to any

1 witness should be done from the podium so it is easy for me to
2 pay attention, for the lawyer and then the witness, and, of
3 course, that same -- obviously, that same rule applies to
4 counsel for the defense.

01:45:01PM 5 If you would also bend that microphone down so
6 that, when you are standing in that area and speaking to me,
7 we will be able to hear you, and the court reporter can take
8 your remarks.

9 All right. Are you ready -- you have a copy of
01:45:15PM 10 the report, I believe you said.

11 MS. CURTIS: Yes, Your Honor.

12 THE COURT: Do you have some questions you want to
13 ask of the witness? If so, you may do so at this time.

14 MS. CURTIS: No, Your Honor. I have no questions.

01:45:24PM 15 THE COURT: You completely are, say, satisfied that
16 you understand --

17 MS. CURTIS: I have no questions.

18 THE COURT: You just have no questions. All right.

19 Mr. Vie, do you have any questions you want to
01:45:33PM 20 ask of this witness?

21 MR. VIE: Yes, Your Honor.

22 THE COURT: All right. Would you come to podium,
23 sir.

24 Do you have a copy of your report with you? If
01:45:39PM 25 not, let's get a copy of it to you. I think I have got some

1 copies here.

2 DIRECT EXAMINATION

3 BY MR. VIE:

4 Q. Good afternoon. I just have one or two questions just to
01:46:06PM 5 clarify, as the Court said, the procedures under which the
6 report was prepared.

7 On Exhibit 1 to the report --

8 A. Yes.

9 Q. -- you provided a statement of income, receipts,
01:46:20PM 10 expenses, and disbursements for the period the Court directed;
11 is that correct?

12 A. Yes, sir.

13 Q. In conclusion, on page 2 of that report, where you
14 indicate, at the bottom, a net of income receipts and less
01:46:40PM 15 value of stock distributed, if you could explain, what is that
16 trying to capture?

17 A. This is trying to capture either -- during the time frame
18 in question, either the receipts received or dividends in kind
19 from the dividend distribution -- excuse me, dividend
01:47:08PM 20 reinvestment accounts, less any amounts paid or any stock
21 distributed.

22 Q. So this number at the bottom of page 2, the net of income
23 number, this doesn't reflect actually the value of this
24 estate?

01:47:26PM 25 It doesn't include the actual stock value that

1 remains in the estate?

2 A. Absolutely not. To do something like that you would need
3 to get into something with a balance sheet -- and things of
4 that nature.

01:47:40PM 5 Q. What we are being provided here is more of a statement of
6 money going out and money coming in?

7 A. Correct.

8 Q. The other exhibit, Exhibit -- the exhibit that relates to
9 your recapturing the stock distributions that were made, is
01:48:04PM 10 there an Exhibit 3?

11 Is that where that is located?

12 A. Yes.

13 Q. Stock distribution analysis?

14 A. Correct.

01:48:10PM 15 Q. These are all -- these are all distributions that took
16 place during the time that Ms. Brunsting was alive, correct?

17 A. From December 21st, 2010, to her demise.

18 Q. I understand.

19 Specifically, you did not find any evidence of
01:48:28PM 20 any stock distributions that were made to anyone after the
21 date that she died, the date of her death?

22 A. Correct.

23 THE COURT: Mr. Vie, what is the date of her death?
24 Establish that.

25 BY MR. VIE:

1 Q. November 11, 2011?

2 A. Correct.

3 Q. So during the period of time that she was the beneficiary
4 of the trust and had the right to direct gifts and payments --

01:48:52PM

5 THE COURT: "She" being?

6 MR. VIE: Mrs. Brunsting, Nella Brunsting.

7 BY MR. VIE:

8 Q. The only transactions that you found for stock
9 distribution, as you have noted in Exhibit 3, was at the time
10 she was alive and could direct those distributions?

01:49:03PM

11 A. To the first part of your question, I don't think I have
12 enough information to respond. But from all of the documents
13 that we had and everything appeared to tie, these are the
14 distributions out of those accounts in that time frame.

01:49:24PM

15 Q. Thank you.

16 Could you -- in addition to the documents that
17 we provided, you asked for and we provided a Quicken file, an
18 electronic file?

19 A. Correct.

01:49:34PM

20 Q. If you could explain to the Court what that file was,
21 what you found in it, and how you used it.

22 A. That was an electronic accounting file that I asked for
23 and that you had given me, and it was what I would generally
24 term an electronic checkbook, which would show -- gave
25 information about a date, an amount, and the payee.

01:50:00PM

1 Q. And what account the payment came from?

2 A. To a limited extent, yes.

3 Q. How were you able to use that, then, into what became the
4 master's report?

01:50:16PM 5 A. We used that in conjunction with the review of bank
6 statements and other paper documents, brokerage firm account,
7 information to create our database.

8 MR. VIE: No further questions.

9 THE COURT: I have a few, and this is to primarily
01:50:38PM 10 supplement the record.

11 I want you to go back, Mr. West, and give us a
12 general overview of what you did and -- and what these
13 exhibits mean in terms of the income and expenses associated
14 with this report.

01:51:00PM 15 THE WITNESS: Yes, sir.

16 My report is comprised of an introduction where
17 I gave some of the background of the complaint to a limited
18 extent which has been addressed today. Then I gave a timeline
19 of records received. I started that process with calling the
01:51:27PM 20 defendants' attorney. I set up the meeting with him. We had
21 a meeting within a week or ten days of my initial call.

22 I received, at his office, a number of paper
23 files and a number of records on -- in electronic format in
24 CD -- on CD's. I was also given a schedule of those documents
01:51:56PM 25 that they were giving me and a list of documents that they

1 were not giving me, but which they were working towards
2 obtaining.

3 THE COURT: Did you have the impression that this
4 was a combination of records, some of which had been -- which
01:52:14PM 5 were the, let's call it, original handwritten-type records,
6 along with records that maybe had been prepared or were being
7 prepared by the attorney for the defendant?

8 THE WITNESS: My broad answer to that is yes. Some
9 were original documents that you could tell had come directly
01:52:36PM 10 from the brokerage firm or a bank. Some were bank statements
11 that appeared to have been downloaded over the Internet, which
12 looked completely normal to me.

13 I have looked at literally thousands of
14 documents of this nature over the years. Balances, account
01:52:58PM 15 numbers, everything tied. I didn't think that anything had
16 been created to be given to me.

17 THE COURT: By saying you were given a CD, what are
18 you referring to?

19 THE WITNESS: A plastic disk.

01:53:16PM 20 THE COURT: I understand. What was contained on
21 that?

22 THE WITNESS: Those were bank statements.

23 THE COURT: Downloaded from?

24 THE WITNESS: Yes, sir. For the most part, the
01:53:25PM 25 paper documents -- they gave them to me, for the most part, in

1 paper format and electronic format.

2 THE COURT: But you didn't have the impression that
3 this was a way that the records had been kept; this is just
4 the way they had presented them?

01:53:40PM

5 THE WITNESS: I can't tell if they were kept that
6 way, but they had been compiled, and I think they have
7 probably been compiled by counsel's staff.

8 THE COURT: All right.

01:54:00PM

9 THE WITNESS: As -- I received those approximately
10 the first of June -- actually, there's some dates reflected in
11 the report. About a month later I received a -- some more
12 paper files and some more CD's with information on them that
13 answered a number of -- submitted a number of the documents
14 that had been missing on the first turnover of documents.

01:54:36PM

15 As that was -- as that information was being
16 processed from time to time, I had e-mails with defendants'
17 counsel asking for particular questions or asking for more
18 information to which, for the most part, he was able to
19 respond, or if they weren't available, he -- he just told me
20 so. So, I felt like he was trying to do the best he could.

01:55:02PM

21 THE COURT: At the end of the day, let's say
22 sometime the latter part of July, when you had your hands full
23 of the documents, did you have the impression that you had all
24 of the documents that you needed to complete a proper and
01:55:29PM 25 complete report?

1 THE WITNESS: For the most part, Your Honor. I
2 listed in my report some accounts or statements that were not
3 received. Defendants' counsel had explained why they were not
4 received, or I believe there were a few things they were still
01:55:57PM 5 trying to get. I conferred with my associate, who did a great
6 deal of the work, you know, with my work and supervision.
7 There were certain documents that we didn't have, but we did
8 have some summary statements or some quarterly-type
9 statements.

01:56:19PM 10 I can't say for certain. I felt like we did
11 have what we needed to present a good report. Not anything is
12 a hundred percent right, but I felt like we didn't have any
13 really big unexplained gaps in the things that we were given.

14 THE COURT: That pushes you over into the work
01:56:52PM 15 performed area where you are now talking about.

16 So is there something else in that area that
17 you need to bring to the Court's attention?

18 Basically that you received the documents --
19 I'm just following.

01:57:05PM 20 THE WITNESS: Yes, sir. We felt like we had
21 substantially all of the documents or a very high percentage,
22 and I'm saying that from years of experience as an accountant.
23 If I had really felt uncomfortable about anything, it would
24 have been highlighted and really brought to the forefront.

01:57:40PM 25 THE COURT: Whatever is necessary, you saw.

1 THE WITNESS: Yes.

2 THE COURT: In the summary of the accounts received,
3 you show several bank accounts and several, let's call them,
4 stock accounts or stock brokerage accounts, various investment
01:57:56PM 5 accounts. I don't know if these are stocks or just simply
6 accounts where you would invest money and they would purchase
7 stock. The point is that these are -- appear to be a
8 substantial number of accounts.

9 Are you of the opinion that these are all the
01:58:15PM 10 accounts -- first of all, these are the accounts provided?

11 THE WITNESS: They were the ones provided. I think
12 they were all that was provided. The plaintiff, in response,
13 had raised the issue about some Treasury bills or Treasury
14 bonds. I don't believe we saw any information in regards to
01:58:44PM 15 them.

16 Now, technically, I would like to see the
17 bonds. And technically, if it was something where they just
18 sat there and interest was paid in a lump sum at a future
19 date, and there was no income or cash income receipt activity
01:59:04PM 20 during the period, then they be wouldn't reflected on here.
21 But if it was an accrual-type income, then it should have been
22 reflected.

23 THE COURT: So these accounts, as I understand it --
24 and you are distinguishing between the accounts that may be in
01:59:22PM 25 existence but just have not reported income on an accrual

1 basis, but these accounts are reporting on a quarterly or
2 annual basis income, and/or fees, or whatever else that might
3 be reflected against the account.

4 THE WITNESS: Yes, Your Honor, all these accounts.

01:59:41PM

5 THE COURT: For example, if there were Treasury --
6 are Treasury bonds, and they are paying whatever interest they
7 are paying, that certainly could be -- that might be -- you
8 don't have those, but that interest theoretically, I guess,
9 could be applied back into the principal and, therefore, would

01:59:59PM

10 not be reflected on a statement.

11 THE WITNESS: Correct.

12 THE COURT: Okay. Tell us a little bit about the
13 report exceptions and the missing documents area there on page
14 6.

02:00:11PM

15 THE WITNESS: These were -- as it is discussed here,
16 there were some accounts that we did not have, or statements.
17 In some cases, they were quarterly reports that were not --
18 the second quarterly reports were not available yet, or I was
19 told they were not available yet in the latter part of July,

02:00:41PM

20 which was quite often the case, but that they could be
21 supplied, if needed.

22 There were a couple of other accounts where we
23 may have been missing a monthly account or maybe an earlier
24 quarterly account, but we had a latter period account where,
02:01:02PM 25 for the most part, everything -- we could kind of trace our

1 way through the missing period. Again, I didn't see any great
2 cause for alarm.

3 And then there were a number of things,
4 disbursements, that we did not have documentation for, and
02:01:27PM 5 those were explained to me that, for the most part, that they
6 just didn't exist.

7 THE COURT: Okay. And these disbursements did not
8 have -- did not have a paper backing. These would just be,
9 let's say, for example, a check that might have been written
02:01:48PM 10 for an amount of money, but there was no -- for your records
11 there was no receipt or document indicating why that
12 disbursement was being made. It might be reflected on the
13 check itself.

14 THE WITNESS: Correct. We were able to go back to
02:02:05PM 15 the pictures of check facsimiles and, you know, confirm that.

16 THE COURT: Okay. All right. Now, you've also
17 listed on page 8 a number of outstanding shares. These
18 reflect the transfers that you say were made before November
19 11th of 2011, I gather. And then other stocks, perhaps, that
02:02:34PM 20 might have -- that might have been reinvested, or income that
21 might have been reinvested.

22 Am I seeing that right?

23 THE WITNESS: Yes, sir.

24 THE COURT: Okay. All right. You make a statement
02:02:58PM 25 on page 9, at the end of that section, that indicates that

1 there are certain stocks available.

2 Is that the total of all stocks outstanding
3 shares that are part of the trust?

02:03:15PM

4 THE WITNESS: Yes, sir, to the best of my
5 recollection.

6 THE COURT: Those are three different, I believe --
7 three different shares -- three different companies -- that
8 might not be the proper term. How would you say it?

02:03:33PM

9 THE WITNESS: I think it was four -- Chevron, Exxon,
10 John Deere, Deere Enterprises, and Metropolitan Life.

11 THE COURT: Okay. Those are the four. Okay. All
12 right. And then you go on to make comments on certain
13 accounts, and this is some of which you maybe already have
14 stated having to do with the sale of certain securities and
15 the disbursement. I'm not sure.

02:03:53PM

16 Is that what that is about?

17 THE WITNESS: Yes, sir.

02:04:11PM

18 THE COURT: One of the areas that you touched on
19 earlier had to do with, for example, a check that may have
20 been written to a family member that may or may not have had
21 some document behind it. We are looking at the top of page
22 10, where it says, "Many of the payments were noted as
23 reimbursements." These would be checks that would reflect
24 reimbursement but not necessarily another check that showed
25 the payment was made.

02:04:33PM

1 THE WITNESS: Correct. The check was written to the
2 individual from the Quicken files. It would say reimbursement
3 for -- automobile repairs type of thing. And on the Quicken
4 files, it may have been in that automobile repair expense
02:04:56PM 5 account. But for purposes of this report and the issues
6 raised in the complaint, I felt that it was important -- it
7 was important to make this some special category.

8 THE COURT: All right. Now, going to Exhibit 1,
9 this is the summary statement, is it not?

02:05:23PM 10 I say summary statement. It's a statement of
11 income, receipt and expenses. Behind that would be the
12 exhibits. I say exhibits, would be other exhibits that would
13 reflect the individual checks written and/or to whom they may
14 have been written in Exhibit No. 2. And in Exhibit 3 would be
02:05:47PM 15 the distribution analysis of the stock payments.

16 Is that what I'm having there?

17 THE WITNESS: Yes, sir.

18 THE COURT: All right. So, just let me take a look
19 at this. It shows, I gather, that they had an opening -- a
02:06:01PM 20 beginning opening of 127,000 -- almost \$128,000 in farm income
21 as a beginning item there.

22 THE WITNESS: Yes, sir. Farm rent during the time
23 frame in question.

24 THE COURT: And, so, what you've done is you've
02:06:16PM 25 accumulated all of the income from the farm for this period,

1 "this period" being the period that I requested that you do,
2 the December 21, 2010 through May 31, 2013.

3 THE WITNESS: The deposits we identified for farm
4 rental income.

02:06:38PM 5 THE COURT: And that would be just a little over a
6 two-year period, two years and a few months.

7 THE WITNESS: Yes, sir.

8 THE COURT: All right. In addition to that, you
9 show dividend income, interest income.

02:06:52PM 10 And by long-term capital gains and short term,
11 are you reflecting there some income from Exxon or one of
12 these companies?

13 THE WITNESS: No, sir. Actually the dividends from
14 Exxon or Chevron would be in the dividend income amount.

02:07:13PM 15 THE COURT: On Exhibit 3?

16 THE WITNESS: Excuse me.

17 THE COURT: Oh, I'm sorry, no, it would not be.

18 THE WITNESS: I'm sorry, Your Honor. Could you
19 repeat your question.

02:07:22PM 20 THE COURT: I was asking where did this long-term
21 capital gains come from.

22 THE WITNESS: Oh, I'm sorry. The long-term capital
23 gains and short-term capital gains, those were reported on the
24 stock brokerage accounts. Those are called flow-through
02:07:38PM 25 amounts from mutual funds and things of that nature.

1 THE COURT: And then the income of 183,000 is stock
2 sale. That's the liquidation of the stock -- did that include
3 the liquidation of stock before 11/11/11?

02:08:02PM 4 THE WITNESS: That was the liquidation of stocks
5 during that time frame, other than the stocks that were
6 disbursed in kind.

7 THE COURT: Okay. So this is a separate
8 liquidation.

9 THE WITNESS: Yes, sir.

02:08:11PM 10 THE COURT: Or a separate income, should I say.
11 This is income.

12 THE WITNESS: It's stock liquidated.

13 THE COURT: This is income from the sale of certain
14 other stocks that has now has been liquidated and it brings
02:08:22PM 15 total income to about \$216,600,000.

16 THE WITNESS: Yes, sir.

17 THE COURT: The miscellaneous income is just other
18 income that -- what would that be, sort of like what?

19 THE WITNESS: To be honest, Your Honor, without
02:09:01PM 20 looking at the underlying documents, I can't remember right
21 now. But it was a number of small items that didn't fit one
22 of these other accounts that are listed in Exhibit 1.

23 THE COURT: But it is reflected in the deposits of
24 the account?

02:09:17PM 25 THE WITNESS: Yes, sir.

1 THE COURT: The pension income, and I'm looking at
2 Social Security income. Who is getting Social Security income
3 to go into that account at this time?

02:09:31PM 4 I believe both the husband and the wife are
5 deceased, right?

6 THE WITNESS: Mrs. Brunsting, she was alive for
7 about 12 months.

8 THE COURT: You are right. Tax refunds, that would
9 also be reflected. This is the sale proceeds from the house.
02:09:45PM 10 That's all -- so we are talking about a total of 830-plus
11 thousand dollars during this two years or two- to three-month
12 period?

13 THE WITNESS: Yes, sir.

14 THE COURT: And then we're talking in the next
02:09:55PM 15 section about expenses, medical care, in-house care, and
16 medical care, and all of that coming to the 122,000, more or
17 less.

18 THE WITNESS: Yes, sir.

19 THE COURT: The pet care and pet food and all of
02:10:22PM 20 that, that doesn't have anything to do with the farm. This
21 must be at the house, right?

22 THE WITNESS: Yes, sir.

23 THE COURT: Okay. And veterinarian expenses.

24 So we are talking about total expenditures of
02:10:41PM 25 about half of what the income was, right?

1 THE WITNESS: Yes, sir.

2 THE COURT: And then you said net income, receipts,
3 and expenses, disbursements.

4 How are you distinguishing that from total
02:10:55PM 5 expenses and disbursements?

6 THE WITNESS: That's just the net of the total
7 incoming receipts of 830,000 less the total expenses of 418.

8 THE COURT: Okay. And then you show the 298,000 in
9 stock -- in stock transfer to family or whatever. This is a
02:11:20PM 10 value of stock. This is the value beyond what was sold and
11 became income.

12 THE WITNESS: Yes, sir.

13 THE COURT: So we are looking at -- right at almost
14 500 -- well, 300,000, basically, that was transferred
02:11:39PM 15 directly, apparently, by the estate before -- before Ms.
16 Brunsting died in November 11, 2011.

17 THE WITNESS: Yes, sir.

18 THE COURT: More or less.

19 THE WITNESS: In May and June of 2011.

02:11:56PM 20 THE COURT: What two or three numbers are you
21 putting together to come to the 120,000 at the bottom?

22 THE WITNESS: 411,328 less 298,976 gets me to the
23 112,346.

24 THE COURT: All right. What you don't have or what
02:12:19PM 25 didn't do and were not asked to do was to do an asset

1 liability --

2 THE WITNESS: Correct.

3 THE COURT: -- sheet.

4 Are there any other concerns or statement that

02:12:45PM 5 you need to make regarding this report before -- before I ask
6 you a question regarding your billing?

7 THE WITNESS: The one item is, after the filing of
8 my report, there was a disbursement for \$6500, which had been
9 put into miscellaneous expenses because I had no backup for

02:13:19PM 10 it.

11 THE COURT: It was a one-time payment of 6500?

12 THE WITNESS: Yes, sir.

13 THE COURT: Where is that reflected on page --

14 THE WITNESS: I'm sorry. Exhibit 1, page 1.

02:13:29PM 15 THE COURT: Page 1, Exhibit 1? All right.

16 THE WITNESS: Towards the bottom, Miscellaneous
17 Expenses. That shows miscellaneous expenses \$6753. \$6500 of
18 that amount should be reclassified to checks or cash to family
19 members.

02:13:54PM 20 THE COURT: What you are calling miscellaneous
21 expenses would be -- say that again. I'm sorry.

22 THE WITNESS: That miscellaneous expense, there
23 was -- \$6500 of that amount we found -- defendants' counsel
24 confirmed for me, subsequent to the filing of the report, that
02:14:17PM 25 that was a distribution to a family member.

1 THE COURT: Okay. So this is not a part of the pre
2 -- part of the distribution made by Ms. Brunsting before her
3 death. This was expenses or monies that were paid to a
4 particular family member -- a single family member or maybe
02:14:40PM 5 two family numbers, whatever the number might be, that were
6 made after that date?

7 THE WITNESS: Let me -- let me confirm that. That
8 was subsequent to her demise.

9 THE COURT: What page are you looking at?

02:15:10PM 10 THE WITNESS: On Exhibit 2, page 16.

11 THE COURT: Where it says --

12 THE WITNESS: About two-thirds or three-quarters of
13 the way down the page, it says "Miscellaneous Expenses."

14 THE COURT: Page 16 did you say?

02:15:30PM 15 THE WITNESS: Yes, sir. Exhibit 2.

16 THE COURT: Okay. Miscellaneous, and then it shows
17 a total of something like... co-op and then withdrawal, and
18 then Houston Metro, those together totaling 6753.72.

19 THE WITNESS: That middle entry on November 14th of
02:15:53PM 20 \$6500 should now be reclassified --

21 THE COURT: As disbursement?

22 THE WITNESS: -- as disbursement to family members.

23 THE COURT: As disbursement. You've got a code
24 there of W-D-R-L. What does that mean to you?

02:16:12PM 25 THE WITNESS: Withdrawal. This withdrawal on the

1 bank statement.

2 THE COURT: It is my lack of accounting acumen.
3 It's not your fault. I'm trying to make sure I understand, so
4 that if I have a question, I can ask you.

02:16:29PM 5 Now, as it relates to your billing, it does not
6 include an appearance here today, as I understand it, or the
7 time that you have spent. You have already submitted a
8 billing to the -- bill to the Court for payment, have you not?

9 THE WITNESS: That is correct.

02:16:43PM 10 THE COURT: And except for whatever time has been
11 spent since this submission, have you received any objections
12 from either the plaintiff, Ms. Curtis, or from the defense
13 concerning the payment of your expenses?

14 THE WITNESS: No, sir.

02:16:59PM 15 THE COURT: Does your billing include the legal
16 advice necessary that you received as well, or was it just
17 separately an accounting function?

18 THE WITNESS: Mine was separately an accounting
19 function, and I also submitted a separate invoice from my
02:17:18PM 20 counsel.

21 THE COURT: Have you received any objections from
22 either plaintiff or defendant in that regard?

23 THE DEFENDANT: No, sir.

24 THE COURT: Ms. Curtis. Anything else?

02:17:29PM 25 MS. CURTIS: No.

1 THE COURT: Mr. Vie?

2 MR. VIE: Just one thing, Your Honor.

3 BY MR. VIE:

02:17:41PM

4 Q. Just to be clear, because the Court has asked about the
5 timing of this last expense that you mentioned being
6 reclassified.

7 A. Yes, sir.

02:17:56PM

8 Q. Okay. If I understand the miscellaneous expense, the
9 check that is noted for the \$6500, that is prior -- that's
10 three days after Mrs. Nella's Brunsting's death?

11 A. Correct.

12 Q. Do you recall what the transaction was, the \$6500
13 transaction?

02:18:13PM

14 A. I believe it was to Carol Brunsting. I feel confident
15 about that. And I believe the -- the explanation that your
16 firm gave me was that -- it was to be, I guess, used to help
17 deal with some of her funeral expenses.

18 Q. Was the money redeposited at some point after that?

02:18:37PM

19 In other words, the money that had been taken
20 out should there be some funeral expenses or other things
21 necessary, would that money have been put back at some point?

22 THE COURT: Why don't you show him where you are
23 talking about.

02:18:48PM

24 MR. VIE: Well, I understand where his reference was
25 on page 16, where he highlights the miscellaneous expense of

1 6500.

2 THE COURT: I know, but how would he know whether or
3 not it is put back unless you know where it is?

4 MR. VIE: If he has a corresponding entry for a
02:19:00PM 5 deposit for 6500.

6 THE COURT: I see.

7 THE WITNESS: I don't recall one.

8 BY MR. VIE:

9 Q. If there was one, where are the costs like that reflected
02:19:09PM 10 in the report?

11 A. It would probably be under a miscellaneous --

12 THE COURT: Keep your voice up, Mr. West.

13 THE WITNESS: I would think it should be under
14 miscellaneous income, and I don't find it there. There's a
02:19:33PM 15 possibility it could have always been misposted, but I would
16 need to look through the ledger in total.

17 BY MR. VIE:

18 Q. Would you -- it was -- your understanding, it was
19 represented to you it was not a gift; it was some expenses
02:19:47PM 20 that were funds made available for funeral expenses?

21 A. That's what I was told.

22 MR. VIE: No further questions, Your Honor.

23 THE COURT: All right. Well, your understanding is
24 based upon what counsel told you. It had nothing to do with
02:20:02PM 25 and independent audit, right?

1 THE WITNESS: Yes.

2 THE COURT: You may step down, sir. Thank you very
3 much.

02:20:30PM

4 All right. If there is no objection, I will
5 ask -- no objection to the report and the invoice request of
6 counsel for himself, as an accounting function, as well as
7 advice of counsel, if there's no objection, I'm going to order
8 that those be paid.

9 Any objection, Ms. Curtis?

02:20:51PM

10 MS. CURTIS: No, Your Honor.

11 THE COURT: Mr. Vie, speaking on behalf of your
12 clients?

13 MR. VIE: No, Your Honor, no objection.

02:21:00PM

14 THE COURT: All right. Okay. All right. That's
15 all we have. Thank you very much, and that will take care of
16 it.

17 No, no, no. I'm sorry. All we have with
18 accountants. If they want to leave, they can. There are some
19 other motions we need to address.

02:21:14PM

20 MR. MILLION: Your Honor, would you like us to
21 submit a proposed order?

22 THE COURT: Would you do that? It would make it a
23 lot -- well, how about that, just happen to have it right
24 there, right?

02:21:40PM

25 You shared this with -- the expense paperwork,

1 you shared the expense report and/or request for payment with
2 both Ms. Curtis and with Mr. Vie?

3 MR. WEST: Yes, Your Honor.

02:22:20PM

4 THE COURT: All right. Ms. Curtis, you have some
5 other -- well, I will start with you, Mr. Vie. I believe you
6 have filed a motion that has drawn some -- you all want to be
7 excused?

8 MR. MILLION: Yes, Your Honor. I do want to bring
9 one other thing to the Court's attention.

10 THE COURT: Okay. Go ahead, sir.

02:22:47PM

11 MR. MILLION: In the pleadings that were filed by
12 the plaintiff and defendant, there has been some indication
13 that they are wanting additional work to be performed by the
14 special master. And I know one of the proposed forms of order
15 said you've got to do something within 10 days.

02:23:04PM

16 Just given the tax season issues with respect
17 to corporate filings and such, any additional work that the
18 special master might request to do, he is happy to do whatever
19 the Court needs. However, he would need more than 10 days to
20 be able to comply with that.

21 THE COURT: Yeah, I think I might have said this to
22 both sides. If I did not, you will hear it now.

02:23:22PM

23 My purpose in asking Mr. West to come in was
24 not to make him a person for them to utilize to do any of
25 their work. He was working for the Court to bring some

1 matters to the Court's attention that would be too much
2 contention between the parties for me to ask either side to
3 present anything to me that I could, at least in good faith,
4 at the time, rely upon as a way of making some determinations.

02:23:42PM

5 So I wanted to find out where the income was
6 and what had happened to it. Those were some of the
7 allegations made by Ms. Curtis.

8 The function of doing other financial reports I
9 think the parties should be able to handle and do themselves.

02:24:02PM

10 And if they choose to employ someone to do it, they certainly
11 will be able to do it. We have got fundamentals of stuff
12 ready and in place for them to go ahead and get that done.

13 If there is some need, certainly, Mr. West may
14 be asked do it. If so, it would be by the Court, not by the
15 parties.

02:24:20PM

16 MR. MILLION: Thank you, Your Honor.

17 THE COURT: Thank you very much, gentlemen. Have a
18 good day.

19 Ms. Curtis -- I'm sorry. Mr. Vie, you filed a
20 motion to -- let me just get it out here -- a motion to --
21 request for the renewal of the farm lease, I believe. Let me
22 see if I can find that document number.

02:24:32PM

23 I believe that's Instrument No. 65, filed about
24 10 days ago.

02:25:03PM

25 MR. VIE: Yes, Your Honor.

1 THE COURT: And as I understand, Ms. Curtis, that
2 you have reviewed that, and your objection is, essentially --
3 correct me if I am wrong -- that it is automatically renewed
4 at this point because no objection was filed and no
02:25:21PM 5 disapproval of that renewal occurred within the time frame
6 that needed to be made.

7 Am I correct?

8 MS. CURTIS: Yes, Your Honor.

9 THE COURT: So in that regard, the objection is
02:25:31PM 10 simply a matter of record as to how things are and the -- the
11 renewal of the farm lease, while the Court might have the
12 authority to cancel it, it is automatically renewed. It would
13 take some affirmative action.

14 So why should I cancel it? Tell me why I
15 should cancel it.

16 Is there any basis for me to cancel it at this
17 point?

18 MS. CURTIS: The farm lease?

19 THE COURT: Yes, ma'am.

02:26:02PM 20 MS. CURTIS: No, Your Honor.

21 THE COURT: The motion will be granted unless there
22 is something additional I need to know, Mr. Vie, about this
23 before that occurs.

24 MR. VIE: No, Your Honor.

02:26:09PM 25 THE COURT: All right. I believe there was an order

1 entered, and I know there was one entered, but I believe the
2 second order was entered for the payment of certain property
3 taxes.

4 That has been taken care of, right?

02:26:28PM 5 MR. VIE: Yes, Your Honor. You have already entered
6 that.

7 THE COURT: All right. I have reviewed your
8 responses to the report. It seems to me the next item, then,
9 has to do with objection that you have made -- I'm trying to
02:26:40PM 10 figure out what you meant, Ms. Curtis, by "recommit matter to
11 master for consideration."

12 Tell me what you are talking about there. You
13 filed this on September 3rd. This was filed, what, today?

14 MS. CURTIS: This was filed this morning.

02:27:04PM 15 THE COURT: Wow. You are faster than the lawyers
16 are. Where were you when you filed this?

17 MS. CURTIS: In the clerk's office.

18 THE COURT: All right. I didn't know if you were
19 filing electronically or not.

02:27:16PM 20 MS. CURTIS: I do not file electronically.

21 THE COURT: Well, you filed this motion -- or
22 objections to defendants' motion for order to recommit matters
23 to master for consideration.

24 Tell me what you are talking about there.

02:27:31PM 25 MS. CURTIS: Well, there is a letter that Mr. Vie

1 provided to Mr. West in support of missing documents and other
2 questions that the master had. It is dated July 15th, 2013.
3 It was Appendix Tab 1 in Document No. 67 filed by the
4 defendants, which is their response to the report of master.

02:28:02PM

5 THE COURT: All right.

6 MS. CURTIS: And I am objecting to even spending
7 another penny with the master when there is nothing
8 substantive in here. This was all just excuses and
9 explanations.

02:28:23PM

10 THE COURT: You mean on the part of the defendants?

11 MS. CURTIS: The defendants, for missing records or
12 how they categorized the expenses, which was not what the
13 master was instructed to do. He was just instructed to list
14 the income and the expenses that occurred for this period of
15 time.

02:28:45PM

16 He did the best he could to categorize these
17 things. He had questions, like about the 6500 in
18 miscellaneous income. And he did not receive third-party
19 receipts or original statements or any documentation. All the
20 master received were excuses for these transactions, which is
21 not the basis of the master's report. He was just asked to
22 report on the income and expenses.

02:29:04PM

23 So I think this entire thing is just irrelevant
24 and a waste of time.

02:29:25PM

25 THE COURT: So your objection and -- your objection

1 there is to -- has to do with the statements being made in the
2 defendants' report or request or statements to the master, and
3 that no further work should be done by the master -- special
4 master regarding these documents and these statements?

02:29:50PM

5 MS. CURTIS: That is correct.

6 THE COURT: I think I've already cured that. I've
7 just let him go.

02:30:09PM

8 What else did you have there? You filed, as
9 well, I think a motion to show cause why a judgement of civil
10 contempt should not be -- and I know they have not had a
11 chance to respond to this. But that's also been filed before
12 the Court. But is there anything else, other than that motion
13 pending?

02:30:26PM

14 MS. CURTIS: I have not filed anything else, no,
15 Your Honor.

02:30:41PM

16 THE COURT: All right. So, you are coming out of
17 California, and I'm trying to find out how we -- how soon
18 would you be ready and what evidence would you be presenting
19 on this? Because I don't want to have you just coming back
20 and forth, expense to you.

21 MS. CURTIS: I have a statement to make. I don't
22 know if that will help.

23 THE COURT: I don't know if Mr. Vie is prepared to
24 respond, but I will permit you to make your statement.

02:30:51PM

25 MS. CURTIS: I don't expect a response. I just came

1 prepared with this statement.

2 THE COURT: Okay. Go right ahead, then.

3 MS. CURTIS: "The absent of immunity results in
4 responsibilities for which there is no exemption. Since no
02:31:03PM 5 one may be in legal relation with their self, trustees, de
6 facto or de jure, encumbered with duties, and empowered to
7 perform such duties are bound in a jural relation to the
8 beneficiaries, which confers upon said beneficiaries specific
9 rights which are well-known to the law.

02:31:23PM 10 "Among such rights is a distinct and calculable
11 property interest in a complete and accurate accounting.
12 Withholding such information, whether by failure or refusal,
13 constitutes a palpable injury to a beneficiary evidenced by
14 the resulting inability to cure and perfect their claim.

02:31:43PM 15 "Said failure to perform the duties of trustee
16 endows the beneficiary with the legal powers to act against
17 said trustees in order to lay claim to that which is
18 [property] -- properly theirs and to which they are entitled.

19 "I object to the July 15th letter from
02:32:01PM 20 defendants to the master insofar as it contains excuses and
21 explanations that are prejudicial, non-probative, and thus
22 immaterial. The time for these explanations and excuses has
23 long since passed. I would, however, offer the letter into
24 evidence as an offer of proof that the omissions contained
02:32:24PM 25 therein establish evidence of facts that are clear, positive,

1 uncontradicted and of such nature they cannot rationally be
2 disbelieved, and the Court is, therefore, compelled to
3 conclude that those facts have been established as a matter of
4 law.

02:32:36PM

5 "Defendants admit that they failed to keep
6 books and records, and, therefore, are incapable of providing
7 a full, true and complete accounting. Further, defendants
8 admit to self-dealing, commingling, and [applications] of --
9 misapplications of fiduciary attached to expressions of bias.

02:32:58PM

10 "I would also like to offer defendants'
11 response to plaintiff's request for disclosure and defendants'
12 answer into evidence as an offer of proof that defendants
13 refused to provide non-proprietary trust instruments and admit
14 that they can provide no evidence of notices to the other
15 co-beneficiaries of any of their acts from alleged changes to
16 the trust, changes of trustees, changes in trustee
17 compensation or any of their other proclaimed acts of trust
18 administration.

02:33:17PM

19 "Plaintiff's claim for breach of fiduciary is
20 ripe for summary judgment on the merits of these admissions
21 and the accounting that supports the admissions. Plaintiff
22 asks this Court for summary judgment on the claim for breach
23 of fiduciary and asks that defendants be removed from
24 conducting any further trust business.

02:33:33PM

02:33:48PM

25 This is Texas Trust Code 113.082, Sections 4, 5

1 and 6(b). Plaintiff further moves that this Court bifurcate
2 all the remaining issues, including questions of damages,
3 until more necessary information can be obtained."

02:34:11PM 4 THE COURT: I saw attached to your motion what I
5 believe to be a request for certain discovery.

6 That is certain information that you have
7 wanted provided to you; is that right?

8 MS. CURTIS: It is information I wanted provided to
9 me.

02:34:25PM 10 THE COURT: All right. But once that
11 information -- let's assume that that's what it is and that
12 they are going to respond and give you certain information
13 pursuant to your request, and now you have got the
14 information, let's say.

02:34:34PM 15 What is your next -- you are asking the Court,
16 I gather, to have a hearing to determine whether or not the
17 parties should be removed as trustees. You understand that
18 would require the Court then appointing someone to serve as a
19 trustee.

02:34:52PM 20 MS. CURTIS: Yes, Your Honor.

21 THE COURT: And then the parties would then have to,
22 then, present to the Court, I gather, the name -- the name or
23 names of individuals who they believe -- whom they believe
24 would be qualified to handle those -- those functions, and
02:35:08PM 25 could not -- it would seem to me, because of the controversy,

1 it doesn't seem it could include you or another family member.

2 Do you see the problem there?

3 MS. CURTIS: I do understand.

4 THE COURT: So is that what you are asking the Court

02:35:22PM 5 to do in your -- that's what I think I heard you say.

6 Is that right?

7 MS. CURTIS: Yes, that's correct.

8 THE COURT: Why haven't you gone on and hired a

9 lawyer?

02:35:32PM 10 MS. CURTIS: Because these are things that -- these

11 are things that I don't need an attorney for. I'm going --

12 THE COURT: I don't disagree that as a matter of

13 course, you are entitled to what you are requesting. The

14 problem is that you are not -- you are so far away from the

02:35:53PM 15 courthouse, and it creates some problems with the

16 communication that -- when I say "communication," meaning if I

17 want to have a hearing on something, you either have got to

18 fly in here, or I have got to have you on the telephone. And

19 I'm not really sure the telephone is a proper way to have

02:36:10PM 20 these types of proceedings.

21 If you had counsel, particularly local counsel,

22 that's someone who could make motions and proceed to do

23 discovery and all of that on your behalf. It seems to me that

24 would be a much easier way to proceed. I'm just throwing that

02:36:28PM 25 out there for you.

1 However, under the rules of discovery, I'm not
2 quite sure that the way that you have presented this is a way
3 in which the defendants are required to respond. In other
4 words, you have attached to your motion, your ex parte
02:36:48PM 5 motion -- and I think you filed it under seal. I'm not sure
6 why.

7 Why did you file it under seal?

8 MS. CURTIS: I just gave it to the clerk this
9 morning.

02:36:57PM 10 THE COURT: Okay. So it doesn't really need to be
11 under seal. There are no -- I don't think there are any -- we
12 generally have things filed under seal that would -- where
13 there may be some indication of information, family private
14 information, confidential information, that should not be
02:37:20PM 15 disclosed to the public. But this is a public proceeding, so
16 there is nothing, I gather, as far as you know that --

17 MS. CURTIS: No, Your Honor.

18 THE COURT: -- would require that. I'm going to,
19 then, have it removed from being under seal. I don't know if
02:37:31PM 20 counsel has gotten a copy of it yet, but he would be able to
21 access it. You should provide him a copy of it.

22 MS. CURTIS: I did.

23 THE COURT: Okay. Very good. But if you look at
24 what you have got as p-68. Does that mean there's a p-67
02:37:53PM 25 someplace and a p-66?

1 MS. CURTIS: The p-67.

2 THE COURT: It's attached to the motion. That's
3 what I am referring to. It's attached to your ex parte
4 motion. It is a five-page document, demanding --

02:38:11PM

5 MS. CURTIS: I have it. It was the only exhibit
6 that I attached.

7 THE COURT: But this suggests there are 67 other
8 exhibits out there somewhere, right?

02:38:28PM

9 MS. CURTIS: Yes. I have just continued adding
10 exhibit numbers from the very beginning.

11 THE COURT: Okay. So some of these exhibits are
12 attached to your original proceeding?

13 MS. CURTIS: Yes, Your Honor.

02:38:38PM

14 THE COURT: And all along there may have been some
15 that were added to or attached to your motions, and you are
16 now at number 68. That's what that is. Okay.

17 MS. CURTIS: Yes, Your Honor. And --

18 THE COURT: Have you read the rules, Federal Rules
19 of Procedure related to discovery requests?

02:38:55PM

20 MS. CURTIS: Yes, Your Honor. I have something to
21 say about that, also.

22 THE COURT: Well, let me say my say first. And that
23 is, this is not going to get.

24 MS. CURTIS: I understand.

02:39:04PM

25 THE COURT: Go ahead and say your say.

1 MS. CURTIS: "The public policy considerations
2 involved in a common law information demand pursuant to a
3 fiduciary obligation are very different from those involved in
4 a discovery request under Rules of Civil Procedure for the
02:39:19PM 5 following reasons: If trustee is administering property, the
6 trust estate that belongs to the beneficiaries of the trust.
7 In other words, the beneficiaries hold equitable title to the
8 trust estate.

9 "The trustee acting in his individual capacity
02:39:35PM 10 usually has no personal interest whatsoever in the estate of
11 the trust that he is administering. Consequently, the
12 information requested does not belong to the trustee. In
13 legal discovery requests, a party to a lawsuit is requesting
14 proprietary information and documents that belong to another
02:39:54PM 15 party. This is not the case with respect to equitable demands
16 for information.

17 "The trustee of a trust holds the trust estate
18 for the benefit of the trust beneficiaries who have an
19 equitable interest in all information and documents. There is
02:40:10PM 20 usually a financial disparity between the beneficiary who is
21 using his personal financial resources to obtain information
22 and the trustee who is using the estate of the trust to pay
23 for the cost of his compliance with the information demand.
24 In essence, the beneficiary is paying everyone's fees.

02:40:32PM 25 "This situation does not occur in legal

1 discovery requests where independent parties are involved in
2 litigation. The beneficiary of a trust is the only person
3 authorized to enforce the trust. It is not possible for him
4 or her to perform this function without disclosure from the
02:40:49PM 5 trustee regarding how the trust is being administered. Where,
6 as here, the trustee is conflicted, the duty to disclose is
7 even higher than that of ordinary corporate trustees.

8 "In discovery, under the rules the scope of
9 discovery is whether the information sought appears reasonably
02:41:09PM 10 calculated to lead to the discovery of admissible evidence.
11 In common law disclosure, the scope of discovery is material
12 facts known to the trustee that might affect the
13 beneficiaries' rights.

14 "There is no law in place allowing formal
02:41:24PM 15 objections to reasonable common law disclosure demand for
16 information directed from a beneficiary to a trustee. Unlike
17 interrogatories, there is no limitation on the number of
18 demands for information that can be made on the trustee if the
19 trustee breaches his duty to disclose his subject to all
02:41:45PM 20 equitable remedies. Moreover, his breach is a factor in the
21 award of legal fees in the overall case pursuant to Texas
22 Trust Code 114.064."

23 I have been asking, first, nicely, then I made
24 a common law demand in writing in late 2011, after my mother
02:42:08PM 25 passed away. I made a statutory demand for the exact same

1 information I was entitled to in January of 2011. And to this
2 day, I have gotten nothing but excuses and explanations for
3 records and documents that I am entitled to as a beneficiary.

02:42:35PM 4 THE COURT: All right. Let me ask you, when you say
5 you have gotten nothing, are you saying that you have received
6 absolutely nothing from defendants or their attorneys?

7 MS. CURTIS: I have received nothing responsive.

8 THE COURT: So now there is an argument as to what
9 responsive is, isn't it?

02:42:50PM 10 So here's what I am getting to. These kinds of
11 disputes as to whether or not -- whatever you might have
12 received -- and I don't even suggest that it's what you
13 requested, but whatever the dispute is, these matters are
14 matters that now are in this Court. And you are asking me to
02:43:10PM 15 address them, and I'm in no position to address them because I
16 don't have the documents before me that you do have.

17 And the way this request has to be made now is
18 not in a common law fashion as you would do if you were
19 writing a letter to a person and requesting. That simply sets
02:43:33PM 20 you up to go to court and get a judge to enter an order that
21 you be provided with the documentation that you believe you
22 are entitled to. My job would then be to decide whether or
23 not the information that you have requested is relevant or
24 important to any issue in the case.

02:43:51PM 25 Because the point is, the bottom line here, in

1 my opinion, and it seems where you are headed, is that you are
2 asking this Court to do one of several things, or maybe
3 several things.

02:44:07PM 4 One, it sounds like you are asking the Court to
5 remove the trustees and appoint a trustee. I think I heard
6 you say that.

7 Second, it seemed to me you want the estate
8 dispersed so that you have your share of the estate and it is
9 not under the supervision and/or hands of your sisters.

02:44:24PM 10 And, third, you want your sisters or the
11 trustees, whoever was acting as -- I think it was both of
12 them, co-trustees, since November 11th of 2011, or whatever
13 period of time. You want them to account to you, that, by
14 accounting, I think I hear you saying you want them to
02:44:42PM 15 reimburse you for what they have taken that doesn't belong to
16 them, as a disbursement to them, assuming that that has
17 occurred.

18 And it sounds to me like you are asking for
19 attorney's fees that have not -- following through. And this
02:44:55PM 20 would not come from the estate per se. It would come from
21 them individually. That's what I understand I am hearing.

22 So, there are some documents that may be
23 important or relevant to those kinds of requests, but
24 everything wouldn't necessarily be. Whether or not -- for
02:45:14PM 25 example, if you are looking for do you have certified copies

1 of letters, or whatever, that might have gone from this person
2 to that person, that might not be relevant.

3 What is relevant, it seems to me, is that there
4 is a money issue here, and it can be solved by accounting and
02:45:30PM 5 disbursement. One of the things that the Court is going to
6 have to get around to, it seems to me, because I'm not sure
7 that you are going to do it voluntarily, or the parties or the
8 defendants, is at some point an asset/liability statement has
9 to be prepared and presented in this case. Otherwise, there's
02:45:50PM 10 no way for the Court to know what the value of the estate is
11 and/or what the -- what any disbursements might look like.
12 I'm not sure that disbursement is the proper venue, but I am
13 certain that that's part of what you are requesting.

14 Am I correct in some of that?

02:46:07PM 15 MS. CURTIS: You are correct in almost 99 percent of
16 that, but I would like to know where the EE bonds are.

17 THE COURT: The who?

18 MS. CURTIS: The EE Treasury bonds.

19 THE COURT: Here's my point. You can ask that, but
02:46:24PM 20 you need to do it. You can ask for a revelation of these
21 documents, these Treasury bonds, whatever else you think
22 that's missing and have not been accounted for. And the
23 reason, theoretically, at least in part, that they have not
24 been accounted for is that they are not paying an interest as
02:46:45PM 25 an income to the estate, necessarily. The interest,

1 apparently, is being accumulated in the bond itself. So you
2 would have to cash the bond to get the principal and the
3 interest. That may be an explanation for it.

4 You are entitled to know what those assets are,
02:47:01PM 5 but you've got to ask for them. What I said to you was the
6 way that you attached it to this motion is not the way that it
7 should be done under the rules of discovery. So simply file
8 your motion for requesting whatever it is that you are
9 requesting discovery wise with counsel, Mr. Vie, who has the
02:47:24PM 10 duty to either object to what you are requesting or to
11 respond. Okay?

12 But I don't want it attached to your motion for
13 an order to show cause because that's a different -- that's a
14 different vehicle. This is discovery attached to something
02:47:43PM 15 that it should not be attached to. So you need to file a
16 separate discovery motion. All right? Or at least provide
17 that -- file that request with Mr. Vie.

18 MS. CURTIS: Excuse me, Your Honor. But the reason
19 I attached the demand for production of documents, this is
02:48:05PM 20 a -- this has already been given to defendants. They have
21 already responded to it.

22 THE COURT: Okay. Okay.

23 MS. CURTIS: And the reason that I attached it is
24 because I still don't have the information that I need to be
02:48:19PM 25 able to make a decision about anything having to do with my

1 beneficial interests.

2 THE COURT: So that's the basis for this
3 application, for civil contempt.

4 MS. CURTIS: Yes, Your Honor.

02:48:30PM

5 THE COURT: I see. Okay. Now, see, I don't know
6 what's going on outside of the Court. So I apologize for
7 being too far ahead of you in that respect, or behind you,
8 whatever.

02:48:44PM

9 The point is that this application, then, would
10 require the Court to conduct a hearing. They have a duty to
11 respond and an opportunity to respond within a certain number
12 of days. It would require a hearing, and, in my opinion, it
13 would require a hearing here in open court so the record is
14 made of whatever that proceeding is. So, there you have it.

02:49:05PM

15 It is going to be -- I cannot let you participate by
16 telephone.

17 MS. CURTIS: I understand.

18 THE COURT: Because you might need to be questioned,
19 as well, under the proceeding. All right?

02:49:17PM

20 So I will set a date for that, and Mr. Vie can
21 respond within that time frame, and then we will see whether
22 or not there's a hearing probably within the next 30, 40 days.

23 MS. CURTIS: Okay.

24 THE COURT: Anything else?

02:49:36PM

25 MS. CURTIS: No, Your honor.

1 THE COURT: And you are still not going to get a
2 lawyer, right?

3 MS. CURTIS: Not quite yet.

4 THE COURT: Okay.

02:49:44PM 5 Mr. Vie, did you have anything that you needed
6 to bring to the Court's attention?

7 MR. VIE: No, Your Honor.

8 THE COURT: So I will go ahead and set this matter
9 for a hearing perhaps the 1st of October.

02:49:55PM 10 Do we have a date that we can give them now?

11 Is October 1st too soon?

12 You haven't had a chance to respond yet. So,
13 theoretically, you have got 21 days.

14 MR. VIE: I think it is on the docket for the -- I
02:50:19PM 15 think the submission date is the 19th.

16 THE COURT: That's an automatic submission. I'm
17 talking about a date for the hearing on the motion. You are
18 going to be responding or -- or not, one way or the other. I
19 would have to have a hearing before I could decide the motion.

02:50:35PM 20 MR. VIE: Tuesday, the 1st?

21 THE COURT: Would that be fine?

22 MS. CURTIS: Your Honor, the nature of my work
23 requires me to be in my office on Monday or Tuesday of any
24 given week.

02:50:49PM 25 THE COURT: What's a good day for you?

1 MS. CURTIS: Wednesday, Thursday or Friday. Any
2 Wednesday, Thursday or Friday I will be here.

3 THE COURT: So if you have to travel, how are you
4 going to get here on Wednesday if you have got to be in there
02:51:01PM 5 on Tuesday?

6 MS. CURTIS: I can travel at night.

7 THE COURT: You can work that out.

8 MS. CURTIS: I will work that out.

9 THE COURT: So let's pick a Wednesday. October 2nd,
10 how is that for you?

11 MR. VIE: No objection, Your Honor.

12 THE COURT: October 2nd. Is 11:30 a good time or is
13 it better in the afternoon, Ms. Curtis?

14 MS. CURTIS: 11:30 is fine.

02:51:24PM 15 THE COURT: Is that fine with you, then, Mr. Vie?

16 MR. VIE: Yes, Your Honor.

17 THE COURT: 10/11, at 11:30 a.m. -- 10/2. 10/11
18 must be a holiday. 10/2. I apologize. October 2nd.

19 We are not going to send out an additional --
02:51:48PM 20 well, we might send a notice out, but don't wait on us to send
21 you a notice. You might get a notice indicating that -- a
22 reminder that this is occurring, and that would be the nature
23 and extent of the -- so let me ask a couple of questions,
24 Mr. Vie. And, I'm not sure, you might confer with your client
02:52:11PM 25 there.

1 I just signed an order, and you know that is a
2 fairly expensive -- I will deal with your order. I need to
3 sign it.

02:52:21PM

4 Can we pull up his order on the motion for the
5 lease?

6 I want to make sure that the funds are
7 available to pay the attorney and the accountant before -- I
8 don't want hear him call me and say, Judge, I haven't seen or
9 heard anything.

02:52:37PM

10 MR. VIE: They are available, Your Honor.

11 THE COURT: All right. Very good. I believe
12 everything else that was requested for payment, the taxes,
13 that's been taken care of.

14 MR. VIE: Yes, Your Honor.

02:52:47PM

15 THE COURT: The only thing I need is your order
16 here.

17 The Court has entered an order on that. I
18 believe that's all that I have. Thank you very much, ladies
19 and gentlemen.

02:53:35PM

20 (Concluded.)

21 * * *

22 I certify that the foregoing is a correct transcript from the
23 record of proceedings in the above-entitled cause, to the best
24 of my ability.

25 //s _____
Stephanie Kay Carlisle CSR, RPR

09/27/2013
Date

1 Official Court Reporter
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

<p>11:13 assume [1] - 38:11 assuming [1] - 45:16 attached [14] - 37:9, 38:4, 40:4, 41:2, 41:3, 41:6, 41:12, 41:15, 47:6, 47:12, 47:14, 47:15, 47:19, 47:23 attention [5] - 7:2, 14:17, 30:9, 31:1, 49:6 attorney [4] - 11:20, 12:7, 39:11, 51:7 attorney's [1] - 45:19 attorneys [1] - 44:6 audit [1] - 28:25 authority [1] - 32:12 authorized [1] - 43:3 automatic [1] - 49:16 automatically [2] - 32:3, 32:12 automobile [2] - 19:3, 19:4 available [7] - 13:19, 16:18, 16:19, 18:1, 28:20, 51:7, 51:10 award [1] - 43:21</p>	<p>36:8, 37:15, 42:6, 42:7, 42:18 beneficiaries' [1] - 43:13 beneficiary [8] - 10:3, 36:13, 36:16, 42:20, 42:24, 43:2, 43:16, 44:3 benefit [1] - 42:18 best [4] - 13:20, 18:4, 34:16, 51:22 better [1] - 50:13 between [3] - 15:24, 31:2, 42:20 beyond [1] - 23:10 bias [1] - 37:9 bifurcate [1] - 38:1 big [1] - 14:13 bill [1] - 26:8 billing [4] - 24:6, 26:5, 26:8, 26:15 bills [1] - 15:13 bit [1] - 16:12 bond [2] - 47:1, 47:2 bonds [6] - 15:14, 15:17, 16:6, 46:16, 46:18, 46:21 books [1] - 37:6 bottom [5] - 8:14, 8:22, 23:21, 24:16, 44:25 bound [1] - 36:7 breach [3] - 37:19, 37:22, 43:20 breaches [1] - 43:19 bring [5] - 6:20, 14:17, 30:8, 30:25, 49:6 brings [1] - 21:14 broad [1] - 12:8 brokerage [4] - 11:6, 12:10, 15:4, 20:24 brought [2] - 4:17, 14:24 Brunsting [10] - 3:4, 3:5, 4:8, 9:16, 10:6, 22:6, 23:16, 25:2, 27:14 BRUNSTING [1] - 1:7 Brunsting's [1] - 27:10 business [1] - 37:24 BY [6] - 8:3, 9:25, 10:7, 27:3, 28:8, 28:17</p>	<p>C</p> <p>calculable [1] - 36:10 calculated [1] - 43:10 California [3] - 1:15, 4:22, 35:17 cancel [4] - 32:12, 32:14, 32:15, 32:16 Candace [1] - 3:3 CANDACE [2] - 1:3, 1:13 cannot [2] - 37:1, 48:15 capacity [1] - 42:9 capital [4] - 20:10, 20:21, 20:22, 20:23 capture [2] - 8:16, 8:17 care [7] - 22:15, 22:16, 22:19, 29:15, 33:4, 51:13 Carlisle [1] - 51:25 CARLISLE [1] - 2:9 Carol [1] - 27:14 case [7] - 4:19, 4:21, 16:20, 42:15, 43:21, 44:24, 46:9 cases [1] - 16:17 cash [3] - 15:19, 24:18, 47:2 categorize [1] - 34:16 categorized [1] - 34:12 category [1] - 19:7 CD [2] - 11:24, 12:17 CD's [2] - 11:24, 13:12 certain [12] - 14:7, 14:10, 18:1, 18:12, 18:14, 21:13, 33:2, 38:5, 38:6, 38:12, 46:13, 48:11 certainly [3] - 16:7, 31:10, 31:13 certified [1] - 45:25 certify [1] - 51:22 chance [2] - 35:11, 49:12 changes [3] - 37:15, 37:16 check [7] - 17:9, 17:13, 17:15, 18:19, 18:24, 19:1, 27:9 checkbook [1] - 10:24 checks [3] - 18:23,</p>	<p>19:13, 24:18 Chevron [2] - 18:9, 20:14 choose [1] - 31:10 citizenship [1] - 4:22 Civil [2] - 1:3, 42:4 civil [2] - 35:9, 48:3 claim [4] - 36:14, 36:17, 37:19, 37:22 clarify [1] - 8:5 clear [2] - 27:4, 36:25 clerk [1] - 40:8 clerk's [1] - 33:17 client [1] - 50:24 clients [1] - 29:12 closer [3] - 6:18, 6:20, 6:21 co [5] - 4:7, 5:4, 25:17, 37:15, 45:12 co-beneficiaries [1] - 37:15 co-op [1] - 25:17 co-trustees [3] - 4:7, 5:4, 45:12 Code [2] - 37:25, 43:22 code [1] - 25:23 combination [1] - 12:4 coming [4] - 9:6, 22:16, 35:16, 35:19 comments [1] - 18:12 commingling [1] - 37:8 common [5] - 42:2, 43:11, 43:15, 43:24, 44:18 communication [4] - 5:9, 5:13, 39:16 companies [2] - 18:7, 20:12 compelled [1] - 37:2 compensation [1] - 37:17 compiled [2] - 13:6, 13:7 complaint [2] - 11:17, 19:6 complete [4] - 13:24, 13:25, 36:11, 37:7 completely [2] - 7:15, 12:12 compliance [1] - 42:23 comply [1] - 30:20 comprised [1] - 11:16 computer [1] - 1:25</p>	<p>computer-aided [1] - 1:25 concerning [1] - 26:13 concerns [1] - 24:4 conclude [1] - 37:3 Concluded [1] - 51:20 conclusion [1] - 8:13 conduct [2] - 5:19, 48:10 conducting [2] - 5:7, 37:24 confer [1] - 50:24 conference [1] - 5:11 conferred [1] - 14:5 confers [1] - 36:8 confidential [1] - 27:14 confidential [1] - 40:14 confirm [2] - 17:15, 25:7 confirmed [1] - 24:24 conflicted [1] - 43:6 conjunction [1] - 11:5 Consequently [1] - 42:11 consideration [2] - 33:11, 33:23 considerations [1] - 42:1 constitutes [1] - 36:13 contained [2] - 12:20, 36:24 contains [1] - 36:20 contempt [2] - 35:10, 48:3 contention [1] - 31:2 Continued [1] - 2:1 continued [1] - 41:9 controversy [1] - 38:25 copies [2] - 8:1, 45:25 copy [6] - 6:15, 7:9, 7:24, 7:25, 40:20, 40:21 corporate [2] - 30:17, 43:7 Correct [10] - 9:7, 9:14, 9:22, 10:2, 10:19, 16:11, 17:14, 19:1, 24:2, 27:11 correct [10] - 8:11, 9:16, 26:9, 32:3, 32:7, 35:5, 39:7, 46:14, 46:15, 51:22</p>
<p>B</p>	<p>background [1] - 11:17 backing [1] - 17:8 backup [1] - 24:9 balance [1] - 9:3 Balances [1] - 12:14 bank [6] - 11:5, 12:10, 12:22, 15:3, 26:1 based [1] - 28:24 basis [5] - 16:1, 16:2, 32:16, 34:21, 48:2 became [2] - 11:3, 23:11 BEFORE [1] - 1:10 beginning [3] - 19:20, 19:21, 41:10 behalf [2] - 29:11, 39:23 Behind [1] - 19:11 behind [2] - 18:21, 48:7 belong [3] - 42:12, 42:14, 45:15 belongs [1] - 42:6 bend [1] - 7:5 beneficial [1] - 48:1 beneficiaries [6] -</p>	<p>background [1] - 11:17 backing [1] - 17:8 backup [1] - 24:9 balance [1] - 9:3 Balances [1] - 12:14 bank [6] - 11:5, 12:10, 12:22, 15:3, 26:1 based [1] - 28:24 basis [5] - 16:1, 16:2, 32:16, 34:21, 48:2 became [2] - 11:3, 23:11 BEFORE [1] - 1:10 beginning [3] - 19:20, 19:21, 41:10 behalf [2] - 29:11, 39:23 Behind [1] - 19:11 behind [2] - 18:21, 48:7 belong [3] - 42:12, 42:14, 45:15 belongs [1] - 42:6 bend [1] - 7:5 beneficial [1] - 48:1 beneficiaries [6] -</p>	<p>background [1] - 11:17 backing [1] - 17:8 backup [1] - 24:9 balance [1] - 9:3 Balances [1] - 12:14 bank [6] - 11:5, 12:10, 12:22, 15:3, 26:1 based [1] - 28:24 basis [5] - 16:1, 16:2, 32:16, 34:21, 48:2 became [2] - 11:3, 23:11 BEFORE [1] - 1:10 beginning [3] - 19:20, 19:21, 41:10 behalf [2] - 29:11, 39:23 Behind [1] - 19:11 behind [2] - 18:21, 48:7 belong [3] - 42:12, 42:14, 45:15 belongs [1] - 42:6 bend [1] - 7:5 beneficial [1] - 48:1 beneficiaries [6] -</p>	<p>background [1] - 11:17 backing [1] - 17:8 backup [1] - 24:9 balance [1] - 9:3 Balances [1] - 12:14 bank [6] - 11:5, 12:10, 12:22, 15:3, 26:1 based [1] - 28:24 basis [5] - 16:1, 16:2, 32:16, 34:21, 48:2 became [2] - 11:3, 23:11 BEFORE [1] - 1:10 beginning [3] - 19:20, 19:21, 41:10 behalf [2] - 29:11, 39:23 Behind [1] - 19:11 behind [2] - 18:21, 48:7 belong [3] - 42:12, 42:14, 45:15 belongs [1] - 42:6 bend [1] - 7:5 beneficial [1] - 48:1 beneficiaries [6] -</p>

<p>corresponding [1] - 28:4 cost [1] - 42:23 costs [1] - 28:9 counsel [13] - 3:21, 7:4, 13:17, 14:3, 24:23, 26:20, 28:24, 29:6, 29:7, 39:21, 40:20, 47:9 counsel's [1] - 13:7 couple [3] - 5:7, 16:22, 50:23 course [3] - 4:19, 7:3, 39:13 COURT [151] - 1:1, 2:9, 3:3, 3:11, 3:14, 3:17, 3:21, 3:24, 4:2, 4:9, 4:12, 6:9, 6:13, 6:18, 7:12, 7:15, 7:18, 7:22, 9:23, 10:5, 11:9, 12:3, 12:17, 12:20, 12:23, 13:2, 13:8, 13:21, 14:14, 14:25, 15:2, 15:23, 16:5, 16:12, 17:7, 17:16, 17:24, 18:6, 18:11, 18:18, 19:8, 19:18, 19:24, 20:5, 20:8, 20:15, 20:17, 20:20, 21:1, 21:7, 21:10, 21:13, 21:17, 21:23, 22:1, 22:8, 22:14, 22:19, 22:23, 23:2, 23:8, 23:13, 23:18, 23:20, 23:24, 24:3, 24:11, 24:13, 24:15, 24:20, 25:1, 25:9, 25:11, 25:14, 25:16, 25:21, 25:23, 26:2, 26:10, 26:15, 26:21, 26:24, 27:1, 27:22, 28:2, 28:6, 28:12, 28:23, 29:2, 29:11, 29:14, 29:22, 30:4, 30:10, 30:21, 31:17, 32:1, 32:9, 32:19, 32:21, 32:25, 33:7, 33:15, 33:18, 33:21, 34:5, 34:10, 34:25, 35:6, 35:16, 35:23, 36:2, 38:4, 38:10, 38:21, 39:4, 39:8, 39:12, 40:10, 40:18, 40:23, 41:2, 41:7, 41:11, 41:14, 41:18, 41:22, 41:25, 44:4, 44:8, 46:17, 46:19, 47:22, 48:2, 48:5, 48:18, 48:24, 49:1, 49:4,</p>	<p>49:8, 49:16, 49:21, 49:25, 50:3, 50:7, 50:9, 50:12, 50:15, 50:17, 51:11, 51:15 Court [33] - 2:9, 4:20, 4:21, 5:9, 5:15, 6:23, 6:24, 8:5, 8:10, 10:20, 26:8, 27:4, 30:19, 30:25, 31:14, 32:11, 35:12, 37:2, 37:22, 38:1, 38:15, 38:18, 38:22, 39:4, 44:14, 45:2, 45:4, 46:5, 46:10, 48:6, 48:10, 51:17, 52:1 court [3] - 7:7, 44:20, 48:13 Court's [4] - 14:17, 30:9, 31:1, 49:6 courthouse [1] - 39:15 courtroom [2] - 5:13, 6:6 cover [1] - 6:4 create [1] - 11:7 created [1] - 12:16 creates [1] - 39:15 CSR [1] - 51:25 cure [1] - 36:14 cured [1] - 35:6 CURTIS [54] - 1:3, 3:10, 6:8, 6:17, 7:11, 7:14, 7:17, 26:25, 29:10, 32:8, 32:18, 32:20, 33:14, 33:17, 33:20, 33:25, 34:6, 34:11, 35:5, 35:14, 35:21, 35:25, 36:3, 38:8, 38:20, 39:3, 39:7, 39:10, 40:8, 40:17, 40:22, 41:1, 41:5, 41:9, 41:13, 41:17, 41:20, 41:24, 42:1, 44:7, 46:15, 46:18, 47:18, 47:23, 48:4, 48:17, 48:23, 48:25, 49:3, 49:22, 50:1, 50:6, 50:8, 50:14 Curtis [17] - 3:4, 3:9, 4:14, 4:15, 6:5, 6:14, 6:23, 26:12, 26:24, 29:9, 30:2, 30:4, 31:7, 31:19, 32:1, 33:10, 50:13</p>	<p>date [10] - 9:21, 9:23, 10:25, 15:19, 25:6, 48:20, 49:10, 49:15, 49:17 Date [1] - 51:25 dated [1] - 34:2 dates [1] - 13:10 days [8] - 11:21, 27:10, 30:15, 30:19, 31:24, 48:12, 48:22, 49:13 de [2] - 36:5, 36:6 deal [3] - 14:6, 27:17, 51:2 dealing [1] - 37:8 death [4] - 9:21, 9:23, 25:3, 27:10 deceased [1] - 22:5 December [3] - 5:18, 9:17, 20:2 decide [2] - 44:22, 49:19 decision [1] - 47:25 Deere [2] - 18:10 DEFENDANT [1] - 26:23 defendant [3] - 12:7, 26:22, 30:12 defendants [16] - 3:11, 3:13, 3:16, 4:3, 4:4, 34:4, 34:10, 34:11, 36:20, 37:7, 37:12, 37:23, 40:3, 44:6, 46:8, 47:20 Defendants [1] - 37:5 DEFENDANTS [1] - 1:16 Defendants' [1] - 14:3 defendants' [7] - 11:20, 13:16, 24:23, 33:22, 35:2, 37:10, 37:11 defense [3] - 6:1, 7:4, 26:12 demand [6] - 42:2, 42:23, 43:15, 43:24, 43:25, 47:19 demanding [1] - 41:4 demands [2] - 42:15, 43:18 demise [2] - 9:17, 25:8 deposit [1] - 28:5 deposits [2] - 20:3, 21:23 determinations [1] - 31:4 determine [2] - 5:20,</p>	<p>38:16 determined [1] - 5:15 developed [1] - 5:6 dialogue [1] - 5:9 died [2] - 9:21, 23:16 different [6] - 18:6, 18:7, 42:3, 47:13, 47:14 direct [2] - 10:4, 10:10 DIRECT [1] - 8:2 directed [2] - 8:10, 43:16 directly [2] - 12:9, 23:15 disagree [1] - 39:12 disapproval [1] - 32:5 disbelieved [1] - 37:2 disbursed [1] - 21:6 disbursement [9] - 17:12, 18:15, 24:8, 25:21, 25:22, 25:23, 45:16, 46:5, 46:12 disbursements [7] - 5:17, 8:10, 17:4, 17:7, 23:3, 23:5, 46:11 disclose [2] - 43:6, 43:19 disclosed [1] - 40:15 disclosure [4] - 37:11, 43:4, 43:11, 43:15 discovery [15] - 38:5, 39:23, 40:1, 41:19, 42:4, 42:13, 43:1, 43:8, 43:9, 43:10, 43:11, 47:7, 47:9, 47:14, 47:16 discussed [1] - 16:15 disk [1] - 12:19 disparity [1] - 42:20 dispersed [1] - 45:8 dispute [1] - 44:13 disputes [1] - 44:11 distinct [1] - 36:10 distinguishing [2] - 15:24, 23:4 distributed [2] - 8:15, 8:21 distribution [6] - 8:19, 9:13, 10:9, 19:15, 24:25, 25:2 distributions [5] - 9:9, 9:15, 9:20, 10:10, 10:14</p>	<p>DISTRICT [3] - 1:1, 1:1, 1:11 District [1] - 2:9 diversity [1] - 4:21 dividend [4] - 8:19, 20:9, 20:14 dividends [2] - 8:18, 20:13 DIVISION [1] - 1:2 docket [1] - 49:14 document [4] - 17:11, 18:21, 31:22, 41:4 Document [1] - 34:3 documentation [3] - 17:4, 34:19, 44:21 documents [26] - 10:12, 10:16, 11:6, 11:24, 11:25, 12:9, 12:14, 12:25, 13:13, 13:14, 13:23, 13:24, 14:7, 14:18, 14:21, 16:13, 21:20, 34:1, 35:4, 42:14, 42:19, 44:3, 44:16, 45:22, 46:21, 47:19 dollars [1] - 22:11 done [6] - 6:25, 7:1, 19:24, 31:12, 35:3, 47:7 down [4] - 5:11, 7:5, 25:13, 29:2 downloaded [1] - 12:11 Downloaded [1] - 12:23 drawn [1] - 30:6 during [7] - 8:17, 9:16, 10:3, 15:20, 19:22, 21:5, 22:11 duties [3] - 36:6, 36:7, 36:15 duty [4] - 43:6, 43:19, 47:10, 48:10</p>
	D			E
	<p>damages [1] - 38:2 database [1] - 11:7</p>			<p>e-mails [1] - 13:16 easier [1] - 39:24 easy [1] - 7:1 EE [2] - 46:16, 46:18 either [8] - 5:22, 8:17, 8:18, 26:12, 26:22, 31:2, 39:17, 47:10 electronic [5] - 10:18, 10:22, 10:24, 11:23, 13:1 electronically [2] -</p>

<p>33:19, 33:20 employ [1] - 31:10 employment [1] - 4:10 empowered [1] - 36:6 encumbered [1] - 36:6 end [2] - 13:21, 17:25 endows [1] - 36:16 enforce [1] - 43:3 enter [1] - 44:20 entered [5] - 33:1, 33:2, 33:5, 51:17 Enterprises [1] - 18:10 entire [1] - 34:23 entitled [7] - 36:18, 39:13, 44:1, 44:3, 44:22, 47:4, 51:22 entry [2] - 25:19, 28:4 equitable [4] - 42:7, 42:15, 42:19, 43:20 essence [1] - 42:24 essentially [1] - 32:2 Establish [1] - 9:24 establish [1] - 36:25 established [1] - 37:3 estate [17] - 4:6, 4:25, 5:2, 5:4, 8:24, 9:1, 23:15, 42:6, 42:8, 42:10, 42:17, 42:22, 45:7, 45:8, 45:20, 46:10, 46:25 et [1] - 2:3 ET [1] - 1:7 event [1] - 3:7 evidence [7] - 9:19, 35:18, 36:24, 36:25, 37:12, 37:14, 43:10 evidenced [1] - 36:13 ex [2] - 40:4, 41:3 exact [1] - 43:25 EXAMINATION [1] - 8:2 example [4] - 16:5, 17:9, 18:19, 45:25 except [1] - 26:10 exceptions [1] - 16:13 Excuse [2] - 20:16, 47:18 excuse [1] - 8:19 excused [1] - 30:7 excuses [5] - 34:8, 34:20, 36:20, 36:22,</p>	<p>44:2 exemption [1] - 36:4 exhibit [4] - 9:8, 41:5, 41:10 Exhibit [13] - 8:7, 9:8, 9:10, 10:9, 19:8, 19:14, 20:15, 21:22, 24:14, 24:15, 25:10, 25:15 exhibits [6] - 11:13, 19:12, 41:8, 41:11 exist [1] - 17:6 existence [1] - 15:25 expect [1] - 35:25 expenditures [1] - 22:24 expense [8] - 19:4, 24:22, 27:5, 27:8, 27:25, 29:25, 30:1, 35:20 expenses [21] - 5:16, 8:10, 11:13, 19:11, 22:15, 22:23, 23:3, 23:5, 23:7, 24:9, 24:17, 24:21, 25:3, 26:13, 27:17, 27:20, 28:19, 28:20, 34:12, 34:14, 34:22 Expenses [2] - 24:17, 25:13 expensive [1] - 51:2 experience [1] - 14:22 explain [2] - 8:15, 10:20 explained [2] - 14:3, 17:5 explanation [2] - 27:15, 47:3 explanations [4] - 34:9, 36:21, 36:22, 44:2 expressions [1] - 37:9 extent [3] - 11:2, 11:18, 50:23 Exxon [3] - 18:9, 20:11, 20:14</p>	<p>failure [2] - 36:12, 36:15 fairly [1] - 51:2 faith [1] - 31:3 family [10] - 18:20, 23:9, 24:18, 24:25, 25:4, 25:5, 25:22, 39:1, 40:13 far [3] - 39:14, 40:16, 48:7 farm [7] - 19:20, 19:25, 20:3, 22:20, 31:21, 32:11, 32:18 Farm [1] - 19:22 fashion [1] - 44:18 faster [1] - 33:15 fault [1] - 26:3 February [1] - 4:16 Federal [1] - 41:18 fees [4] - 16:2, 42:24, 43:21, 45:19 felt [8] - 5:2, 5:3, 13:20, 14:10, 14:12, 14:20, 14:23, 19:6 few [3] - 11:9, 14:4, 20:6 fiduciary [4] - 37:9, 37:19, 37:23, 42:3 figure [1] - 33:10 file [9] - 10:17, 10:18, 10:20, 10:22, 33:20, 40:7, 47:7, 47:15, 47:17 filed [20] - 4:14, 5:19, 6:1, 6:3, 30:6, 30:11, 31:19, 31:23, 32:4, 33:13, 33:14, 33:16, 33:21, 34:3, 35:8, 35:11, 35:14, 40:5, 40:12 files [4] - 11:23, 13:12, 19:2, 19:4 filing [3] - 24:7, 24:24, 33:19 filings [1] - 30:17 financial [3] - 31:8, 42:20, 42:21 findings [1] - 5:23 fine [3] - 49:21, 50:14, 50:15 firm [4] - 3:5, 11:6, 12:10, 27:16 first [7] - 4:21, 10:11, 13:10, 13:14, 15:10, 41:22, 43:23 fit [1] - 21:21 five [1] - 41:4 five-page [1] - 41:4 flow [1] - 20:24 flow-through [1] -</p>	<p>20:24 fly [1] - 39:18 following [3] - 14:19, 42:5, 45:19 food [1] - 22:19 FOR [3] - 1:13, 1:16, 2:3 forefront [1] - 14:24 foregoing [1] - 51:22 formal [2] - 6:22, 43:14 format [3] - 11:23, 13:1 forms [1] - 30:14 forth [1] - 35:20 forward [1] - 6:9 four [2] - 18:9, 18:11 frame [7] - 5:17, 8:17, 10:14, 19:23, 21:5, 32:5, 48:21 Friday [2] - 50:1, 50:2 full [2] - 13:22, 37:7 function [5] - 26:17, 26:19, 29:6, 31:8, 43:4 functions [1] - 38:24 fundamentals [1] - 31:11 funds [3] - 20:25, 28:20, 51:6 funeral [3] - 27:17, 27:20, 28:20 future [1] - 15:18</p>	<p>great [2] - 14:5, 17:1 guess [2] - 16:8, 27:16</p>
<p>facsimiles [1] - 17:15 fact [1] - 4:15 facto [1] - 36:6 factor [1] - 43:20 facts [3] - 36:25, 37:3, 43:12 failed [1] - 37:5</p>	<p style="text-align: center;">F</p>	<p style="text-align: center;">G</p>	<p>gains [4] - 20:10, 20:21, 20:23 gaps [1] - 14:13 gather [6] - 4:3, 17:19, 19:19, 38:16, 38:22, 40:16 general [1] - 11:12 generally [3] - 5:5, 10:23, 40:12 gentleman [1] - 3:24 gentlemen [2] - 31:17, 51:19 GEORGE [1] - 1:16 George [2] - 3:12, 3:15 gift [1] - 28:19 gifts [1] - 10:4 given [8] - 10:23, 11:24, 12:16, 12:17, 14:13, 30:16, 47:20, 49:24 granted [1] - 32:21</p>	<p style="text-align: center;">H</p> <p>H-12-592 [1] - 1:4 half [1] - 22:25 hand [1] - 6:11 handle [2] - 31:9, 38:24 hands [2] - 13:22, 45:9 handwritten [1] - 12:5 handwritten-type [1] - 12:5 happy [1] - 30:18 Hardt [1] - 2:3 headed [1] - 45:1 hear [4] - 7:7, 30:22, 45:14, 51:8 heard [3] - 39:5, 45:5, 51:9 hearing [13] - 5:10, 5:19, 38:16, 39:17, 45:21, 48:10, 48:12, 48:13, 48:22, 49:9, 49:17, 49:19 hearings [2] - 5:8 heir [1] - 5:1 heirs [1] - 5:2 help [2] - 27:16, 35:22 high [1] - 14:21 higher [1] - 43:7 highlighted [1] - 14:24 highlights [1] - 27:25 himself [1] - 29:6 hired [1] - 39:8 hold [1] - 42:7 holds [1] - 42:17 holiday [1] - 50:18 honest [1] - 21:19 Honor [42] - 3:10, 3:13, 3:16, 3:19, 3:22, 3:25, 6:8, 6:17, 7:11, 7:14, 7:21, 14:1, 16:4, 20:18, 21:19, 27:2, 28:22, 29:10, 29:13, 29:20, 30:3, 30:8, 31:16, 31:25, 32:8, 32:20, 32:24, 33:5, 35:15, 38:20, 40:17, 41:13, 41:17, 41:20, 47:18, 48:4, 49:7, 49:22, 50:11, 50:16, 51:10,</p>

<p>51:14 honor [1] - 48:25 HONORABLE [1] - 1:10 house [3] - 22:9, 22:15, 22:21 HOUSTON [2] - 1:2, 1:8 Houston [4] - 1:19, 2:5, 2:10, 25:18 HOYT [1] - 1:10 hundred [1] - 14:12 husband [1] - 22:4</p>	<p>38:23 information [30] - 10:12, 10:25, 11:7, 13:12, 13:15, 13:18, 15:14, 36:12, 38:3, 38:6, 38:8, 38:11, 38:12, 38:14, 40:13, 40:14, 42:2, 42:12, 42:14, 42:16, 42:19, 42:21, 42:23, 43:9, 43:16, 43:18, 44:1, 44:23, 47:24 initial [1] - 11:21 injury [1] - 36:13 insofar [1] - 36:20 instructed [2] - 34:13 Instrument [1] - 31:23 instruments [1] - 37:13 interest [10] - 15:18, 16:6, 16:8, 20:9, 36:11, 42:10, 42:19, 46:24, 46:25, 47:3 interests [1] - 48:1 Internet [1] - 12:11 interrogatories [1] - 43:17 introduction [1] - 11:16 invest [1] - 15:6 investment [1] - 15:4 invoice [2] - 26:19, 29:5 involved [3] - 42:2, 42:3, 43:1 Iowa [1] - 6:2 irrelevant [1] - 34:23 issue [3] - 15:13, 44:24, 46:4 issues [3] - 19:5, 30:16, 38:2 item [3] - 19:21, 24:7, 33:8 items [1] - 21:21 itself [2] - 17:13, 47:1</p>	<p>37:22 July [5] - 5:11, 13:22, 16:19, 34:2, 36:19 June [2] - 13:10, 23:19 jurial [1] - 36:7 jure [1] - 36:6</p> <p style="text-align: center;">K</p> <p>Kay [2] - 3:4, 51:25 KAY [2] - 1:7, 2:9 Keep [1] - 28:12 keep [1] - 37:5 KENNETH [1] - 1:10 kept [2] - 13:3, 13:5 kind [4] - 4:17, 8:18, 16:25, 21:6 kinds [2] - 44:10, 45:23 known [2] - 36:9, 43:12 Kuzik [1] - 3:12</p>	<p>letters [1] - 46:1 liability [1] - 24:1 Life [1] - 18:10 like. [1] - 25:17 limine [1] - 4:18 limitation [1] - 43:17 limited [2] - 11:2, 11:17 line [1] - 44:25 liquidated [2] - 21:12, 21:14 liquidation [4] - 21:2, 21:3, 21:4, 21:8 list [2] - 11:25, 34:13 listed [3] - 14:2, 17:17, 21:22 literally [1] - 12:13 litigation [1] - 43:2 LLP [1] - 1:17 local [1] - 39:21 located [2] - 5:1, 9:11 long-term [3] - 20:10, 20:20, 20:22 look [4] - 19:18, 28:16, 40:23, 46:11 looked [2] - 12:12, 12:13 looking [6] - 18:21, 21:20, 22:1, 23:13, 25:9, 45:25 Louise [1] - 3:4 LOUISE [2] - 1:3, 1:13 Louisiana [1] - 2:4 lump [1] - 15:18</p>	<p>matters [4] - 31:1, 33:22, 44:13, 44:14 MAUREEN [1] - 1:17 Maureen [1] - 3:12 McCutchen [3] - 1:17, 3:12, 3:15 mean [5] - 6:19, 11:13, 25:24, 34:10, 40:24 meaning [1] - 39:16 meant [1] - 33:10 mechanical [1] - 1:24 medical [2] - 22:15, 22:16 meeting [2] - 11:20, 11:21 member [5] - 18:20, 24:25, 25:4, 39:1 members [2] - 24:19, 25:22 mentioned [1] - 27:5 merits [1] - 37:20 Metro [1] - 25:18 Metropolitan [1] - 18:10 microphone [1] - 7:5 middle [1] - 25:19 might [2] - 16:2, 16:7, 17:9, 17:12, 17:20, 17:21, 18:8, 25:5, 30:18, 30:21, 32:11, 43:12, 44:11, 46:1, 46:2, 46:11, 48:18, 50:20, 50:21, 50:24 Million [1] - 3:23 MILLION [6] - 2:3, 3:22, 29:20, 30:8, 30:11, 31:16 Mills [1] - 1:17 Mine [1] - 26:18 misapplications [1] - 37:9 miscellaneous [10] - 21:17, 24:9, 24:17, 24:20, 24:22, 27:8, 27:25, 28:11, 28:14, 34:18 Miscellaneous [3] - 24:16, 25:13, 25:16 misposted [1] - 28:15 missing [7] - 13:14, 16:13, 16:23, 17:1, 34:1, 34:11, 46:22 mixed [1] - 4:18 Monday [1] - 49:23 money [9] - 4:25, 9:6, 15:6, 17:10,</p>
<p style="text-align: center;">I</p> <p>identified [1] - 20:3 Ill [1] - 1:16 immaterial [1] - 36:22 immunity [1] - 36:3 important [4] - 19:6, 19:7, 44:24, 45:23 impression [3] - 12:3, 13:2, 13:23 in-house [1] - 22:15 inability [1] - 36:14 incapable [1] - 37:6 include [5] - 8:25, 21:2, 26:6, 26:15, 39:1 including [1] - 38:2 income [38] - 5:16, 8:9, 8:14, 8:22, 11:13, 15:19, 15:21, 15:25, 16:2, 17:20, 19:11, 19:20, 19:25, 20:4, 20:9, 20:11, 20:14, 21:1, 21:10, 21:11, 21:13, 21:15, 21:17, 21:18, 22:1, 22:2, 22:25, 23:2, 23:11, 28:14, 31:5, 34:14, 34:18, 34:22, 46:25 incoming [1] - 23:7 independent [2] - 28:25, 43:1 indicate [1] - 8:14 indicates [1] - 17:25 indicating [2] - 17:11, 50:21 indication [2] - 30:12, 40:13 individual [3] - 19:2, 19:13, 42:9 individually [1] - 45:21 individuals [1] -</p>	<p style="text-align: center;">J</p> <p>January [1] - 44:1 job [1] - 44:22 John [1] - 18:10 Judge [1] - 51:8 judge [1] - 44:20 JUDGE [1] - 1:11 judgement [1] - 35:9 judgment [2] - 37:20,</p>	<p style="text-align: center;">L</p> <p>lack [1] - 26:2 ladies [1] - 51:18 last [2] - 5:12, 27:5 late [1] - 43:24 latter [3] - 13:22, 16:19, 16:24 law [9] - 3:5, 36:9, 37:4, 42:2, 43:11, 43:14, 43:15, 43:24, 44:18 lawsuit [2] - 5:5, 42:13 lawyer [3] - 7:2, 39:9, 49:2 lawyers [1] - 33:15 lay [1] - 36:17 lead [1] - 43:10 lease [5] - 6:2, 31:21, 32:11, 32:18, 51:5 least [5] - 5:2, 5:8, 31:3, 46:23, 47:16 leave [1] - 29:18 ledger [1] - 28:16 left [1] - 6:10 legal [6] - 26:15, 36:5, 36:16, 42:13, 42:25, 43:21 less [6] - 8:14, 8:20, 22:17, 23:7, 23:18, 23:22 letter [4] - 33:25, 36:19, 36:23, 44:19</p>	<p style="text-align: center;">M</p> <p>ma'am [1] - 32:19 mails [1] - 13:16 Main [1] - 1:18 managing [1] - 5:4 Martinez [1] - 1:15 master [20] - 3:18, 3:20, 4:3, 5:21, 5:22, 6:6, 6:15, 30:14, 30:18, 33:11, 33:23, 34:2, 34:4, 34:7, 34:13, 34:20, 35:2, 35:3, 35:4, 36:20 MASTER [1] - 2:3 master's [2] - 11:4, 34:21 material [1] - 43:11 matter [6] - 5:9, 32:10, 33:10, 37:3, 39:12, 49:8</p>	

<p>27:18, 27:19, 27:21, 46:4 monies [1] - 25:3 month [2] - 13:11, 22:11 monthly [1] - 16:23 months [3] - 5:10, 20:6, 22:7 Moreover [1] - 43:20 morning [2] - 33:14, 40:9 most [6] - 12:24, 12:25, 13:18, 14:1, 16:25, 17:5 mother [1] - 43:24 motion [20] - 30:6, 31:20, 32:21, 33:21, 33:22, 35:9, 35:12, 38:4, 40:4, 40:5, 41:2, 41:4, 47:6, 47:8, 47:12, 47:16, 49:17, 49:19, 51:4 motions [5] - 6:1, 6:3, 29:19, 39:22, 41:15 move [2] - 6:18, 6:20 moves [1] - 38:1 MR [38] - 1:16, 2:3, 3:12, 3:15, 3:19, 3:22, 3:25, 4:7, 4:10, 7:21, 8:3, 9:25, 10:6, 10:7, 11:8, 27:2, 27:3, 27:24, 28:4, 28:8, 28:17, 28:22, 29:13, 29:20, 30:3, 30:8, 30:11, 31:16, 31:25, 32:24, 33:5, 49:7, 49:14, 49:20, 50:11, 50:16, 51:10, 51:14 MS [56] - 1:13, 1:17, 2:9, 3:10, 6:8, 6:17, 7:11, 7:14, 7:17, 26:25, 29:10, 32:8, 32:18, 32:20, 33:14, 33:17, 33:20, 33:25, 34:6, 34:11, 35:5, 35:14, 35:21, 35:25, 36:3, 38:8, 38:20, 39:3, 39:7, 39:10, 40:8, 40:17, 40:22, 41:1, 41:5, 41:9, 41:13, 41:17, 41:20, 41:24, 42:1, 44:7, 46:15, 46:18, 47:18, 47:23, 48:4, 48:17, 48:23, 48:25, 49:3, 49:22, 50:1, 50:6, 50:8, 50:14 Munsch [1] - 2:3</p>	<p>must [2] - 22:21, 50:18 mutual [1] - 20:25</p> <p style="text-align: center;">N</p> <p>name [2] - 38:22 names [1] - 38:23 nature [6] - 9:4, 12:14, 20:25, 37:1, 49:22, 50:22 necessarily [3] - 18:24, 45:24, 46:25 necessary [4] - 14:25, 26:16, 27:21, 38:3 need [18] - 6:7, 6:24, 9:2, 14:17, 24:5, 28:16, 29:19, 30:19, 31:13, 32:22, 39:11, 40:10, 46:20, 47:15, 47:24, 48:18, 51:2, 51:15 needed [5] - 13:24, 14:11, 16:21, 32:6, 49:5 needs [1] - 30:19 Nella [1] - 10:6 Nella's [1] - 27:10 net [4] - 8:14, 8:22, 23:2, 23:6 next [4] - 22:14, 33:8, 38:15, 48:22 nicely [1] - 43:23 night [1] - 50:6 non [2] - 36:21, 37:13 non-probative [1] - 36:21 non-proprietary [1] - 37:13 normal [1] - 12:12 noted [3] - 10:9, 18:22, 27:9 nothing [7] - 28:24, 34:7, 40:16, 44:2, 44:5, 44:6, 44:7 notice [3] - 50:20, 50:21 notices [1] - 37:14 November [5] - 10:1, 17:18, 23:16, 25:19, 45:12 number [15] - 8:22, 8:23, 11:22, 11:23, 13:13, 15:8, 17:3, 17:17, 21:21, 25:5, 31:22, 41:16, 43:17, 48:11</p>	<p>numbers [4] - 12:15, 23:20, 25:5, 41:10</p> <p style="text-align: center;">O</p> <p>object [2] - 36:19, 47:10 objecting [1] - 34:6 objection [12] - 29:4, 29:5, 29:7, 29:9, 29:13, 32:2, 32:4, 32:9, 33:9, 34:25, 50:11 Objections [1] - 6:2 objections [4] - 26:11, 26:21, 33:22, 43:15 obligation [1] - 42:3 obligations [1] - 4:10 obtain [1] - 42:21 obtained [1] - 38:3 obtaining [1] - 12:2 obviously [1] - 7:3 occur [1] - 42:25 occurred [3] - 32:5, 34:14, 45:17 occurring [1] - 50:22 occurs [1] - 32:23 October [5] - 49:9, 49:11, 50:9, 50:12, 50:18 OF [2] - 1:1, 1:10 offer [4] - 36:23, 36:24, 37:10, 37:12 office [3] - 11:22, 33:17, 49:23 Official [1] - 52:1 OFFICIAL [1] - 2:9 often [1] - 16:20 omissions [1] - 36:24 once [1] - 38:10 one [17] - 4:19, 4:20, 5:2, 8:4, 20:11, 21:21, 24:7, 24:11, 27:2, 28:7, 28:9, 30:9, 30:14, 33:1, 36:5, 45:2, 49:18 One [4] - 4:20, 18:18, 45:4, 46:5 one-time [1] - 24:11 ones [1] - 15:11 op [1] - 25:17 open [1] - 48:13 opening [2] - 19:19, 19:20 opinion [3] - 15:9, 45:1, 48:12 opportunities [1] -</p>	<p>5:8 opportunity [1] - 48:11 order [14] - 29:7, 29:21, 30:14, 32:25, 33:2, 33:22, 36:17, 44:20, 47:13, 51:1, 51:2, 51:4, 51:15, 51:17 ordinary [1] - 43:7 original [4] - 12:5, 12:9, 34:19, 41:12 Otherwise [1] - 46:9 outside [1] - 48:6 outstanding [2] - 17:17, 18:2 overall [1] - 43:21 overview [1] - 11:12</p> <p style="text-align: center;">P</p> <p>p-66 [1] - 40:25 p-67 [2] - 40:24, 41:1 p-68 [1] - 40:24 P-O-T-T-E-R [1] - 4:1 P.M [1] - 1:8 page [13] - 8:13, 8:22, 16:13, 17:17, 17:25, 18:21, 24:13, 24:14, 25:9, 25:10, 25:13, 27:25, 41:4 Page [2] - 24:15, 25:14 paid [4] - 8:20, 15:18, 25:3, 29:8 palpable [1] - 36:13 paper [6] - 11:6, 11:22, 12:25, 13:1, 13:12, 17:8 paperwork [2] - 6:21, 29:25 part [15] - 10:11, 12:24, 12:25, 13:18, 13:22, 14:1, 16:19, 16:25, 17:5, 18:3, 25:1, 25:2, 34:10, 46:13, 46:23 parte [2] - 40:4, 41:3 participate [1] - 48:15 participating [1] - 4:13 particular [2] - 13:17, 25:4 particularly [1] - 39:21 parties [7] - 31:2, 31:9, 31:15, 38:17, 38:21, 43:1, 46:7</p>	<p>party [3] - 34:18, 42:13, 42:15 passed [2] - 36:23, 43:25 pay [4] - 5:24, 7:2, 42:22, 51:7 payee [1] - 10:25 paying [4] - 16:6, 16:7, 42:24, 46:24 payment [8] - 11:1, 18:25, 24:11, 26:8, 26:13, 30:1, 33:2, 51:12 payments [3] - 10:4, 18:22, 19:15 pending [2] - 4:16, 35:13 penny [1] - 34:7 pension [1] - 22:1 per [1] - 45:20 percent [2] - 14:12, 46:15 percentage [1] - 14:21 perfect [1] - 36:14 perform [3] - 36:7, 36:15, 43:4 performed [2] - 14:15, 30:13 perhaps [3] - 5:12, 17:19, 49:9 period [13] - 4:16, 8:10, 10:3, 15:20, 16:24, 17:1, 19:25, 20:1, 20:6, 22:12, 34:14, 45:13 permit [2] - 5:21, 35:24 person [5] - 30:24, 43:2, 44:19, 46:1, 46:2 personal [2] - 42:10, 42:21 pet [2] - 22:19 pick [1] - 50:9 pictures [1] - 17:15 place [3] - 9:16, 31:12, 43:14 PLAINTIFF [1] - 1:13 Plaintiff [2] - 37:21, 38:1 plaintiff [5] - 3:8, 15:12, 26:12, 26:22, 30:12 Plaintiff's [1] - 37:19 plaintiff's [1] - 37:11 plastic [1] - 12:19 pleadings [1] - 30:11 podium [2] - 7:1, 7:22</p>
--	---	---	--	--

<p>point [9] - 15:7, 27:18, 27:21, 32:4, 32:17, 44:25, 46:8, 46:19, 48:9 policy [1] - 42:1 position [1] - 44:15 positive [1] - 36:25 possibility [1] - 28:15 possible [1] - 43:3 Potter [2] - 2:14, 4:1 powers [1] - 36:16 pre [1] - 25:1 prejudicial [1] - 36:21 prepared [6] - 8:6, 12:6, 12:7, 35:23, 36:1, 46:9 PRESENT [1] - 2:14 present [4] - 4:9, 14:11, 31:3, 38:22 presented [3] - 13:4, 40:2, 46:9 presenting [1] - 35:18 primarily [1] - 11:9 principal [2] - 16:9, 47:2 private [1] - 40:13 Pro [1] - 1:14 pro [1] - 3:8 probative [1] - 36:21 problem [2] - 39:2, 39:14 problems [1] - 39:15 procedure [1] - 5:23 Procedure [2] - 41:19, 42:4 procedures [1] - 8:5 proceed [2] - 39:22, 39:24 Proceeding [1] - 5:13 proceeding [5] - 6:22, 40:15, 41:12, 48:14, 48:19 PROCEEDINGS [1] - 1:10 Proceedings [1] - 1:24 proceedings [2] - 39:20, 51:22 proceeds [1] - 22:9 process [2] - 5:7, 11:19 processed [1] - 13:16 proclaimed [1] - 37:17 produced [1] - 1:25</p>	<p>production [1] - 47:19 proof [2] - 36:24, 37:12 proper [4] - 13:24, 18:8, 39:19, 46:12 properly [2] - 5:4, 36:18 property [6] - 5:1, 6:2, 33:2, 36:11, 36:18, 42:5 proposed [2] - 29:21, 30:14 proprietary [2] - 37:13, 42:14 provide [4] - 37:13, 37:14, 40:21, 47:16 provided [11] - 8:9, 9:5, 10:17, 15:10, 15:11, 15:12, 34:1, 38:7, 38:8, 44:21 providing [1] - 37:6 public [3] - 40:15, 42:1 pull [1] - 51:4 purchase [1] - 15:6 purpose [1] - 30:23 purposes [1] - 19:5 pursuant [3] - 38:13, 42:2, 43:21 pushes [1] - 14:14 put [3] - 24:9, 27:21, 28:3 putting [1] - 23:21</p>	<p style="text-align: center;">R</p> <p>Raise [1] - 6:11 raised [2] - 15:13, 19:6 rationally [1] - 37:1 read [1] - 41:18 ready [3] - 7:9, 31:12, 35:18 really [5] - 14:13, 14:23, 14:24, 39:19, 40:10 reason [4] - 4:9, 46:23, 47:18, 47:23 reasonable [1] - 43:15 reasonably [1] - 43:9 reasons [1] - 42:5 recapturing [1] - 9:9 receipt [3] - 15:19, 17:11, 19:11 receipts [7] - 5:16, 8:9, 8:14, 8:18, 23:2, 23:7, 34:19 receive [1] - 34:18 received [17] - 5:21, 8:18, 11:19, 11:22, 13:9, 13:11, 14:3, 14:4, 14:18, 15:2, 26:11, 26:16, 26:21, 34:20, 44:5, 44:7, 44:12 reclassified [3] - 24:18, 25:20, 27:6 recollection [1] - 18:5 recommit [2] - 33:10, 33:22 record [4] - 11:10, 32:10, 48:13, 51:22 recorded [1] - 1:24 records [10] - 11:19, 11:23, 12:4, 12:5, 12:6, 13:3, 17:10, 34:11, 37:6, 44:3 redeposited [1] - 27:18 reference [1] - 27:24 referring [2] - 12:18, 41:3 reflect [4] - 8:23, 17:18, 18:23, 19:13 reflected [10] - 13:10, 15:20, 15:22, 16:3, 16:10, 17:12, 21:23, 22:9, 24:13, 28:9 reflecting [1] - 20:11 refunds [1] - 22:8</p>	<p>refusal [1] - 36:12 refused [1] - 37:13 regard [2] - 26:22, 32:9 regarding [6] - 5:22, 6:15, 24:5, 24:6, 35:4, 43:5 regards [1] - 15:14 reimburse [1] - 45:15 reimbursement [2] - 18:24, 19:2 reimbursements [1] - 18:23 reinvested [2] - 17:20, 17:21 reinvestment [1] - 8:20 related [1] - 41:19 relates [2] - 9:8, 26:5 relation [2] - 36:5, 36:7 relevant [4] - 44:23, 45:23, 46:2, 46:3 rely [1] - 31:4 remaining [1] - 38:2 remains [1] - 9:1 remarks [1] - 7:8 remedies [1] - 43:20 remember [1] - 21:20 reminder [1] - 50:22 remove [1] - 45:5 removed [3] - 37:23, 38:17, 40:19 renewal [4] - 6:1, 31:21, 32:5, 32:11 renewed [2] - 32:3, 32:12 rent [1] - 19:22 rental [1] - 20:4 repair [1] - 19:4 repairs [1] - 19:3 repeat [1] - 20:19 report [29] - 5:15, 5:19, 5:21, 6:16, 7:10, 7:24, 8:6, 8:7, 8:13, 11:4, 11:14, 11:16, 13:11, 13:25, 14:2, 14:11, 16:13, 19:5, 24:5, 24:8, 24:24, 28:10, 29:5, 30:1, 33:8, 34:4, 34:21, 34:22, 35:2 reported [2] - 15:25, 20:23 reporter [1] - 7:7 Reporter [1] - 52:1 REPORTER [1] - 2:9 reporting [1] - 16:1 reports [3] - 16:17,</p>	<p>16:18, 31:8 represented [1] - 28:19 request [12] - 5:24, 29:5, 30:1, 30:18, 31:21, 35:2, 37:11, 38:5, 38:13, 42:4, 44:17, 47:17 requested [5] - 20:1, 42:12, 44:13, 44:23, 51:12 requesting [7] - 39:13, 42:13, 44:19, 46:13, 47:8, 47:9, 47:10 requests [4] - 41:19, 42:13, 43:1, 45:23 require [5] - 38:18, 40:18, 48:10, 48:12, 48:13 required [1] - 40:3 requires [1] - 49:23 requiring [1] - 6:25 resident [1] - 4:22 residents [1] - 4:23 resources [1] - 42:21 respect [3] - 30:16, 42:15, 48:7 respond [11] - 10:12, 13:19, 35:11, 35:24, 38:12, 40:3, 47:11, 48:11, 48:21, 49:12 responded [1] - 47:21 responding [1] - 49:18 response [4] - 15:12, 34:4, 35:25, 37:11 responses [1] - 33:8 responsibilities [1] - 36:4 responsive [2] - 44:7, 44:9 resulting [1] - 36:14 results [1] - 36:3 revelation [1] - 46:20 review [1] - 11:5 reviewed [2] - 32:2, 33:7 rights [3] - 36:9, 36:10, 43:13 ripe [1] - 37:20 RPR [1] - 51:25 rule [1] - 7:3 Rules [2] - 41:18, 42:4 rules [4] - 40:1, 41:18, 43:8, 47:7 Rusk [1] - 2:10 Ruth [2] - 3:5, 4:9</p>
	<p style="text-align: center;">Q</p> <p>qualified [1] - 38:24 quarterly [5] - 14:8, 16:1, 16:17, 16:18, 16:24 quarterly-type [1] - 14:8 quarters [1] - 25:12 questioned [1] - 48:18 questioning [1] - 6:25 questions [16] - 5:22, 6:7, 6:15, 7:12, 7:14, 7:17, 7:18, 7:19, 8:4, 11:8, 13:17, 28:22, 34:2, 34:17, 38:2, 50:23 Quicken [3] - 10:17, 19:2, 19:3 quite [3] - 16:20, 40:2, 49:3</p>			

<p style="text-align: center;">S</p> <p>sale [4] - 18:14, 21:2, 21:13, 22:9</p> <p>sat [1] - 15:18</p> <p>satisfied [1] - 7:15</p> <p>saw [4] - 4:21, 14:25, 15:14, 38:4</p> <p>schedule [1] - 11:24</p> <p>scope [2] - 43:8, 43:11</p> <p>Se [1] - 1:14</p> <p>se [2] - 3:8, 45:20</p> <p>seal [5] - 40:5, 40:7, 40:11, 40:12, 40:19</p> <p>season [1] - 30:16</p> <p>seat [3] - 6:10, 6:13, 6:19</p> <p>Second [1] - 45:7</p> <p>second [2] - 16:18, 33:2</p> <p>secondly [1] - 4:24</p> <p>section [2] - 17:25, 22:15</p> <p>Sections [1] - 37:25</p> <p>securities [1] - 18:14</p> <p>Security [2] - 22:2</p> <p>see [12] - 3:7, 4:2, 5:10, 6:3, 15:16, 17:1, 28:6, 31:22, 39:2, 48:5, 48:21</p> <p>seeing [1] - 17:22</p> <p>seem [2] - 38:25, 39:1</p> <p>self [2] - 36:5, 37:8</p> <p>self-dealing [1] - 37:8</p> <p>send [3] - 50:19, 50:20</p> <p>separate [4] - 21:7, 21:10, 26:19, 47:16</p> <p>separately [2] - 26:17, 26:18</p> <p>September [2] - 3:2, 33:13</p> <p>SEPTEMBER [1] - 1:7</p> <p>serve [1] - 38:18</p> <p>served [1] - 3:6</p> <p>servicing [1] - 4:5</p> <p>set [4] - 5:9, 11:20, 48:20, 49:8</p> <p>sets [1] - 44:19</p> <p>setting [1] - 5:17</p> <p>several [5] - 5:10, 15:3, 45:2, 45:3</p> <p>share [1] - 45:8</p> <p>shared [2] - 29:25, 30:1</p>	<p>shares [3] - 17:17, 18:3, 18:7</p> <p>sheet [2] - 9:3, 24:3</p> <p>Shirley [1] - 1:17</p> <p>short [2] - 20:10, 20:23</p> <p>short-term [1] - 20:23</p> <p>show [7] - 10:24, 15:3, 20:9, 23:8, 27:22, 35:9, 47:13</p> <p>showed [1] - 18:24</p> <p>shows [3] - 19:19, 24:17, 25:16</p> <p>side [2] - 5:22, 31:2</p> <p>sides [1] - 30:22</p> <p>sign [1] - 51:3</p> <p>signed [1] - 51:1</p> <p>simply [4] - 15:5, 32:10, 44:19, 47:7</p> <p>single [1] - 25:4</p> <p>sisters [5] - 4:4, 4:23, 5:3, 45:9, 45:10</p> <p>situation [1] - 42:25</p> <p>small [1] - 21:21</p> <p>Social [2] - 22:2</p> <p>sold [1] - 23:10</p> <p>solved [1] - 46:4</p> <p>someone [3] - 31:10, 38:18, 39:22</p> <p>someplace [1] - 40:25</p> <p>sometime [1] - 13:22</p> <p>somewhere [2] - 4:15, 41:8</p> <p>soon [2] - 35:17, 49:11</p> <p>sorry [8] - 3:14, 20:17, 20:18, 20:22, 24:14, 24:21, 29:17, 31:19</p> <p>sort [1] - 21:18</p> <p>sought [1] - 43:9</p> <p>sounds [2] - 45:4, 45:18</p> <p>SOUTHERN [1] - 1:1</p> <p>speaking [3] - 5:5, 7:6, 29:11</p> <p>special [10] - 3:17, 3:20, 4:3, 5:21, 6:6, 6:15, 19:7, 30:14, 30:18, 35:3</p> <p>SPECIAL [1] - 2:3</p> <p>specific [1] - 36:8</p> <p>Specifically [1] - 9:19</p> <p>spending [1] - 34:6</p> <p>spent [2] - 26:7, 26:11</p>	<p>staff [1] - 13:7</p> <p>stand [1] - 6:24</p> <p>standing [1] - 7:6</p> <p>start [3] - 6:13, 6:14, 30:5</p> <p>started [1] - 11:19</p> <p>statement [13] - 8:9, 9:5, 16:10, 17:24, 19:9, 19:10, 24:4, 26:1, 35:21, 35:24, 36:1, 46:8</p> <p>statements [11] - 11:6, 12:10, 12:22, 14:2, 14:8, 14:9, 16:16, 34:19, 35:1, 35:2, 35:4</p> <p>STATES [2] - 1:1, 1:11</p> <p>statutory [1] - 43:25</p> <p>stenography [1] - 1:24</p> <p>step [1] - 29:2</p> <p>STEPHANIE [1] - 2:9</p> <p>Stephanie [1] - 51:25</p> <p>still [3] - 14:4, 47:24, 49:1</p> <p>stock [18] - 8:15, 8:20, 8:25, 9:9, 9:20, 10:8, 15:4, 15:7, 19:15, 20:24, 21:1, 21:2, 21:3, 21:12, 23:9, 23:10</p> <p>Stock [1] - 9:13</p> <p>stocks [7] - 15:5, 17:19, 18:1, 18:2, 21:4, 21:5, 21:14</p> <p>Street [2] - 1:18, 2:4</p> <p>stuff [2] - 4:18, 31:11</p> <p>subject [1] - 43:19</p> <p>submission [3] - 26:11, 49:15, 49:16</p> <p>submit [1] - 29:21</p> <p>submitted [3] - 13:13, 26:7, 26:19</p> <p>subsequent [2] - 24:24, 25:8</p> <p>substantial [2] - 4:25, 15:8</p> <p>substantially [1] - 14:21</p> <p>substantive [1] - 34:8</p> <p>sued [1] - 3:5</p> <p>suggest [1] - 44:12</p> <p>suggests [1] - 41:7</p> <p>suit [1] - 4:14</p> <p>Suite [3] - 1:18, 2:4, 2:10</p> <p>sum [1] - 15:18</p> <p>summary [6] - 14:8,</p>	<p>15:2, 19:9, 19:10, 37:20, 37:22</p> <p>sums [1] - 4:25</p> <p>supervision [2] - 14:6, 45:9</p> <p>supplement [1] - 11:10</p> <p>supplied [1] - 16:21</p> <p>support [1] - 34:1</p> <p>supports [1] - 37:21</p> <p>swear [1] - 6:10</p> <p>sworn [1] - 6:12</p> <p style="text-align: center;">T</p> <p>Tab [1] - 34:3</p> <p>Tax [1] - 22:8</p> <p>tax [1] - 30:16</p> <p>taxes [2] - 33:3, 51:12</p> <p>technically [2] - 15:16, 15:17</p> <p>telephone [4] - 5:11, 39:18, 39:19, 48:16</p> <p>ten [1] - 11:21</p> <p>term [7] - 10:24, 18:8, 20:10, 20:20, 20:22, 20:23</p> <p>terms [1] - 11:13</p> <p>testify [1] - 6:7</p> <p>TEXAS [2] - 1:1, 1:8</p> <p>Texas [6] - 1:19, 2:5, 2:10, 4:23, 37:25, 43:21</p> <p>THE [214] - 1:10, 3:3, 3:11, 3:14, 3:17, 3:21, 3:24, 4:2, 4:9, 4:12, 6:9, 6:13, 6:18, 7:12, 7:15, 7:18, 7:22, 9:23, 10:5, 11:9, 11:15, 12:3, 12:8, 12:17, 12:19, 12:20, 12:22, 12:23, 12:24, 13:2, 13:5, 13:8, 13:9, 13:21, 14:1, 14:14, 14:20, 14:25, 15:1, 15:2, 15:11, 15:23, 16:4, 16:5, 16:11, 16:12, 16:15, 17:7, 17:14, 17:16, 17:23, 17:24, 18:4, 18:6, 18:9, 18:11, 18:17, 18:18, 19:1, 19:8, 19:17, 19:18, 19:22, 19:24, 20:3, 20:5, 20:7, 20:8, 20:13, 20:15, 20:16, 20:17, 20:18, 20:20, 20:22, 21:1,</p>	<p>21:4, 21:7, 21:9, 21:10, 21:12, 21:13, 21:16, 21:17, 21:19, 21:23, 21:25, 22:1, 22:6, 22:8, 22:13, 22:14, 22:18, 22:19, 22:22, 22:23, 23:1, 23:2, 23:6, 23:8, 23:12, 23:13, 23:17, 23:18, 23:19, 23:20, 23:22, 23:24, 24:2, 24:3, 24:7, 24:11, 24:12, 24:13, 24:14, 24:15, 24:16, 24:20, 24:22, 25:1, 25:7, 25:9, 25:10, 25:11, 25:12, 25:14, 25:15, 25:16, 25:19, 25:21, 25:22, 25:23, 25:25, 26:2, 26:9, 26:10, 26:14, 26:15, 26:18, 26:21, 26:23, 26:24, 27:1, 27:22, 28:2, 28:6, 28:7, 28:12, 28:13, 28:23, 29:1, 29:2, 29:11, 29:14, 29:22, 30:4, 30:10, 30:21, 31:17, 32:1, 32:9, 32:19, 32:21, 32:25, 33:7, 33:15, 33:18, 33:21, 34:5, 34:10, 34:25, 35:6, 35:16, 35:23, 36:2, 38:4, 38:10, 38:21, 39:4, 39:8, 39:12, 40:10, 40:18, 40:23, 41:2, 41:7, 41:11, 41:14, 41:18, 41:22, 41:25, 44:4, 44:8, 46:17, 46:19, 47:22, 48:2, 48:5, 48:18, 48:24, 49:1, 49:4, 49:8, 49:16, 49:21, 49:25, 50:3, 50:7, 50:9, 50:12, 50:15, 50:17, 51:11, 51:15</p> <p>theirs [1] - 36:18</p> <p>themselves [1] - 31:9</p> <p>theoretically [3] - 16:8, 46:23, 49:13</p> <p>therefore [3] - 16:9, 37:2, 37:6</p> <p>therein [1] - 36:25</p> <p>third [2] - 34:18, 45:10</p> <p>third-party [1] - 34:18</p> <p>thirds [1] - 25:12</p> <p>thousand [1] - 22:11</p>
--	--	---	--	---

<p>thousands [1] - 12:13</p> <p>three [7] - 18:6, 18:7, 22:11, 23:20, 25:12, 27:10</p> <p>three-month [1] - 22:11</p> <p>three-quarters [1] - 25:12</p> <p>throwing [1] - 39:24</p> <p>Thursday [2] - 50:1, 50:2</p> <p>tie [1] - 10:13</p> <p>tied [1] - 12:15</p> <p>timeline [1] - 11:18</p> <p>timing [1] - 27:5</p> <p>TIMOTHY [1] - 2:3</p> <p>Timothy [1] - 3:22</p> <p>title [1] - 42:7</p> <p>today [4] - 4:8, 11:18, 26:6, 33:13</p> <p>together [3] - 4:18, 23:21, 25:18</p> <p>took [1] - 9:15</p> <p>top [1] - 18:21</p> <p>total [9] - 18:2, 21:15, 22:10, 22:24, 23:4, 23:6, 23:7, 25:17, 28:16</p> <p>totaling [1] - 25:18</p> <p>touched [1] - 18:18</p> <p>towards [1] - 12:1</p> <p>Towards [1] - 24:16</p> <p>trace [1] - 16:25</p> <p>track [1] - 5:11</p> <p>transaction [2] - 27:12, 27:13</p> <p>transactions [2] - 10:8, 34:20</p> <p>TRANSCRIPT [1] - 1:10</p> <p>transcript [2] - 1:24, 51:22</p> <p>transcription [1] - 1:25</p> <p>transfer [1] - 23:9</p> <p>transferred [1] - 23:14</p> <p>transfers [1] - 17:18</p> <p>travel [2] - 50:3, 50:6</p> <p>Treasury [6] - 15:13, 16:5, 16:6, 46:18, 46:21</p> <p>true [1] - 37:7</p> <p>Trust [2] - 37:25, 43:22</p> <p>trust [17] - 10:4, 18:3, 37:13, 37:16, 37:17, 37:24, 42:6, 42:8, 42:11, 42:17,</p>	<p>42:18, 42:22, 43:2, 43:3, 43:5</p> <p>trustee [15] - 36:15, 37:16, 38:19, 42:5, 42:9, 42:12, 42:17, 42:22, 43:5, 43:6, 43:12, 43:16, 43:18, 43:19, 45:5</p> <p>trustees [11] - 4:6, 4:7, 5:4, 36:5, 36:17, 37:16, 38:17, 43:7, 45:5, 45:11, 45:12</p> <p>truth [1] - 4:17</p> <p>trying [7] - 8:16, 8:17, 13:20, 14:5, 26:3, 33:9, 35:17</p> <p>Tuesday [3] - 49:20, 49:23, 50:5</p> <p>turnover [1] - 13:14</p> <p>two [10] - 4:4, 8:4, 20:6, 22:11, 23:20, 25:5, 25:12</p> <p>two-thirds [1] - 25:12</p> <p>two-year [1] - 20:6</p> <p>type [4] - 12:5, 14:8, 15:21, 19:3</p> <p>types [1] - 39:20</p>	<p style="text-align: center;">V</p> <p>value [6] - 8:15, 8:23, 8:25, 23:10, 46:10</p> <p>various [1] - 15:4</p> <p>vehicle [1] - 47:14</p> <p>venue [1] - 46:12</p> <p>versus [1] - 3:4</p> <p>veterinarian [1] - 22:23</p> <p>VIE [29] - 1:16, 3:12, 3:15, 4:7, 4:10, 7:21, 8:3, 9:25, 10:6, 10:7, 11:8, 27:2, 27:3, 27:24, 28:4, 28:8, 28:17, 28:22, 29:13, 31:25, 32:24, 33:5, 49:7, 49:14, 49:20, 50:11, 50:16, 51:10, 51:14</p> <p>Vie [18] - 3:12, 3:15, 7:19, 9:23, 27:1, 29:11, 30:2, 30:5, 31:19, 32:22, 33:25, 35:23, 47:9, 47:17, 48:20, 49:5, 50:15, 50:24</p> <p>voice [1] - 28:12</p> <p>voluntarily [1] - 46:7</p> <p>VS [1] - 1:6</p>	<p>25:25</p> <p>Withholding [1] - 36:12</p> <p>witness [5] - 6:12, 7:1, 7:2, 7:13, 7:20</p> <p>WITNESS [63] - 11:15, 12:8, 12:19, 12:22, 12:24, 13:5, 13:9, 14:1, 14:20, 15:1, 15:11, 16:4, 16:11, 16:15, 17:14, 17:23, 18:4, 18:9, 18:17, 19:1, 19:17, 19:22, 20:3, 20:7, 20:13, 20:16, 20:18, 20:22, 21:4, 21:9, 21:12, 21:16, 21:19, 21:25, 22:6, 22:13, 22:18, 22:22, 23:1, 23:6, 23:12, 23:17, 23:19, 23:22, 24:2, 24:7, 24:12, 24:14, 24:16, 24:22, 25:7, 25:10, 25:12, 25:15, 25:19, 25:22, 25:25, 26:9, 26:14, 26:18, 28:7, 28:13, 29:1</p> <p>words [3] - 27:19, 40:4, 42:7</p> <p>Wow [1] - 33:15</p> <p>writing [2] - 43:24, 44:19</p> <p>written [5] - 17:9, 18:20, 19:1, 19:13, 19:14</p>
	U		
<p>U.S [1] - 2:9</p> <p>Ulfinian [1] - 1:14</p> <p>uncomfortable [1] - 14:23</p> <p>uncontradicted [1] - 37:1</p> <p>under [14] - 8:5, 28:11, 28:13, 40:1, 40:5, 40:7, 40:11, 40:12, 40:19, 42:4, 43:8, 45:9, 47:7, 48:19</p> <p>underlying [1] - 21:20</p> <p>unexplained [1] - 14:13</p> <p>UNITED [2] - 1:1, 1:11</p> <p>unless [2] - 28:3, 32:21</p> <p>Unlike [1] - 43:16</p> <p>up [7] - 6:18, 6:20, 6:21, 11:20, 28:12, 44:20, 51:4</p> <p>utilize [1] - 30:24</p>		<p style="text-align: center;">W</p> <p>W-D-R-L [1] - 25:24</p> <p>wait [1] - 50:20</p> <p>waste [1] - 34:24</p> <p>Wednesday [4] - 50:1, 50:2, 50:4, 50:9</p> <p>week [2] - 11:21, 49:24</p> <p>well-known [1] - 36:9</p> <p>WEST [3] - 3:19, 3:25, 30:3</p> <p>West [7] - 3:20, 6:12, 11:11, 28:12, 30:23, 31:13, 34:1</p> <p>whatsoever [1] - 42:10</p> <p>wife [1] - 22:4</p> <p>William [4] - 2:14, 3:19, 3:25, 6:12</p> <p>WILLIAM [1] - 1:16</p> <p>wise [1] - 47:9</p> <p>withdrawal [2] - 25:17, 25:25</p> <p>Withdrawal [1] -</p>	Y
			<p>year [1] - 20:6</p> <p>years [4] - 12:14, 14:22, 20:6, 22:11</p>

Exhibit 19

Bates stamped exhibits of EE bonds from Defendants April 9, 2013 disclosure CD
delivered to Plaintiff in open court

Bank of America



**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Save time. Save energy. Fast, reliable deposits, withdrawals and account management at more than 18,000 convenient ATM locations.

Tran 00129 08/20/2010 11:59
Entity NTX CC 0008519 Tlr 00003
Account *****1143
R/T# 540740134
Deposit \$11,947.07
DRL TX***** 10/11

Member FDIC
95-14-2005B 05-2009

P4913

BRUNSTING000470

MerlinTeller

Withdrawal Deposit Consignment Payments Misc Teller Office TouchPoint Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
25	EE	200.00	1982 / 02	553.68	453.68
26	EE	200.00	1982 / 12	507.84	407.84
27	EE	200.00	1982 / 11	507.84	407.84
28	EE	200.00	1982 / 10	532.16	432.16
29	EE	200.00	1982 / 09	532.16	432.16
30	EE	200.00	1982 / 08	542.80	442.80
31	EE	200.00	1982 / 07	542.80	442.80
32	EE	200.00	1982 / 06	542.80	442.80
33	EE	200.00	1982 / 05	542.80	442.80
34	EE	200.00	1982 / 04	542.80	442.80
35	EE	200.00	1982 / 03	542.80	442.80
36	EE	50.00	1982 / 02	138.42	113.42

Sub/Totals

Pre-January 1990 Issue Dates

11947.07

9722.07

January 1990 and Later Issue Dates

Total

11947.07

9722.07

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

1080719A-Y

14:56

08/20/2010

P4914

BRUNSTING000471

MerlinTeller

Withdrawal Deposit Contribution Payments Misc Teller Office TouchPoint Edit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	EE	50.00	1982 / 09	133.04	108.04
2	EE	75.00	1982 / 12	190.44	152.94
3	EE	75.00	1982 / 11	190.44	152.94
4	EE	75.00	1982 / 10	199.56	162.06
5	EE	75.00	1982 / 08	203.55	166.05
6	EE	75.00	1982 / 07	203.55	166.05
7	EE	75.00	1982 / 06	203.55	166.05
8	EE	75.00	1982 / 05	203.55	166.05
9	EE	75.00	1982 / 04	203.55	166.05
10	EE	75.00	1982 / 03	203.55	166.05
11	EE	75.00	1982 / 01	207.63	170.13
12	EE	100.00	1982 / 03	271.40	221.40

Sub/Totals

Pre-January 1990 Issue Dates

11947.07

9722.07

January 1990 and Later Issue Dates

Total

11947.07

9722.07

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

1080719A-Y

14:56

08/20/2010

P4915

BRUNSTING000472

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
13	EE	100.00	1982 / 04	271.40	221.40
14	EE	100.00	1982 / 05	271.40	221.40
15	EE	100.00	1982 / 06	271.40	221.40
16	EE	100.00	1982 / 07	271.40	221.40
17	EE	100.00	1982 / 08	271.40	221.40
18	EE	100.00	1982 / 09	266.08	216.08
19	EE	100.00	1982 / 10	266.08	216.08
20	EE	100.00	1982 / 11	253.92	203.92
21	EE	100.00	1982 / 12	253.92	203.92
22	EE	100.00	1982 / 01	276.84	226.84
23	EE	100.00	1982 / 02	276.84	226.84
24	EE	200.00	1982 / 01	553.68	453.68

Sub/Totals

Pre-January 1990 Issue Dates	11947.07	9722.07
January 1990 and Later Issue Dates		
Total	11947.07	9722.07

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

1080719A-Y

14:56

08/20/2010

385

Some E.M. ...

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1968	800	114162	E. H. BRUNSTING	22	58

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

67 TERM

LOC. EMPLOYEE NO.

NAME

*Cancelled
6/11/76*

BONDS UNITS

800 114,162

E. H. BRUNSTING

20 56

P4919

BRUNSTING000952

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1969	800	114162	E. H. BRUNSTING	24	67

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS

P4920

BRUNSTING000953

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1970	800	114162	E. H. BRUNSTING	24	70

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4921

BRUNSTING000954

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
,1971	800	114162	E. H. BRUNSTING	24	78

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4922

BRUNSTING000955

Bank of America



Customer
Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com

Tran 000400 08/27/2008 11:35
Entity NTX CC 0008519 Tr 00010
Account *****1143
R/T# 540740134
Deposit \$4,448.04
N DRL TX***** 10/11

95-14-2005B 08-2004

P4923

BRUNSTING000956

Toll free number for Federal Reserve Bank in K.C. - 1-800-333-2919.

United States Savings Bonds on hand:-

Series E - 1977 - all months - Expire 2007
\$25-100-200 denomination

Cashed in 2/27/07

Series EE - 1978 - January - one \$100
one \$200 - Expire 2008

Cashed in Mar. 4, 2008

Series HH - 1988 - Nov. only \$1000 - 2 bonds - Expire 2008

8/27/08 - Series EE - 1981 - From February to Dec. Expire 2011
All denominations

*- 15 bonds '81 cashed
total 1448.04*

Series EE - 1982 - all months - up to \$200 - Expire 2012

Series EE - 1983 - January through July - Expire - 2013

MerlinTeller

Withdrawal Deposit Commitment Payments Misc Teller Office TouchPoint Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	EE	200.00	1981 / 07	521.76	421.76
2	EE	100.00	1981 / 07	260.88	210.88
3	EE	200.00	1981 / 06	521.76	421.76
4	EE	50.00	1981 / 07	130.44	105.44
5	EE	75.00	1981 / 03	204.36	166.86
6	EE	75.00	1981 / 06	195.66	158.16
7	EE	50.00	1981 / 03	136.24	111.24
8	EE	200.00	1981 / 03	544.96	444.96
9	EE	50.00	1981 / 04	136.24	111.24
10	EE	100.00	1981 / 04	272.48	222.48
11	EE	200.00	1981 / 04	544.96	444.96
12	EE	50.00	1981 / 05	130.44	105.44

Sub/Totals

Pre January 1990 Issue Dates	4448.04	3610.54
January 1990 and Later Issue Dates		
Total	4448.04	3610.54

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

VFR0528B-Y

11:34

08/27/2008

P4925

No.	Series	Denom	Issue Date	Redemption Value	Interest
4	EE	50.00	1981 / 07	130.44	105.44
5	EE	75.00	1981 / 03	204.36	166.86
6	EE	75.00	1981 / 06	195.66	158.16
7	EE	50.00	1981 / 03	136.24	111.24
8	EE	200.00	1981 / 03	544.96	444.96
9	EE	50.00	1981 / 04	136.24	111.24
10	EE	100.00	1981 / 04	272.48	222.48
11	EE	200.00	1981 / 04	544.96	444.96
12	EE	50.00	1981 / 05	130.44	105.44
13	EE	75.00	1981 / 05	195.66	158.16
14	EE	200.00	1981 / 05	521.76	421.76
15	EE	50.00	1981 / 06	130.44	105.44

Sub/Totals

Pre-January 1990 Issue Dates

4448.04

3610.54

January 1990 and Later Issue Dates

Total

4448.04

3610.54

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

VFR0528B-Y

11:34

08/27/2008

MerlinTeller

- [] X

Withdrawal Deposit Consignment Payments Misc Teller Office Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	E	200.00	1978 / 01	1027.60	877.60
2	E	100.00	1978 / 01	513.80	438.80

-Sub/Totals-

Pre-January 1990 Issue Dates	1541.40	1316.40
January 1990 and Later Issue Dates		
Total	1541.40	1316.40

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

V820116A-Y

14:10

03/04/2008

MerlinTeller

Withdrawal Deposit Conignment Payments Misc Teller Office Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	E	25.00	1977/12	123.46	104.71
2	E	25.00	1977/08	136.93	118.18
3	E	25.00	1977/05	136.67	117.92
4	E	100.00	1977/04	541.32	466.32
5	E	100.00	1977/05	546.68	471.68
6	E	100.00	1977/08	547.72	472.72
7	E	100.00	1977/06	547.84	472.84
8	E	100.00	1977/07	547.72	472.72

-Sub/Totals-

Pre-January 1990 Issue Dates	19708.78	16952.53
January 1990 and Later Issue Dates		
Total	19708.78	16952.53

- PGUP = Screen Up
- PGDN = Screen Down
- DOWN ARROW = Scroll Down
- UP ARROW = Scroll Up
- ALT-S = More Bonds
- ALT-E = End Customer
- ALT-N = More Transactions

AM

MICR-2

Release Version:

V720129A-Y

10:45

02/27/2007

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
8	E ✓	100.00	1977/07	547.72	472.72
9	E	100.00	1977/09	537.00	462.00
10	E	100.00	1977/10	537.00	462.00
11	E	100.00	1977/11	492.48	417.48
12	E	100.00	1977/12	493.84	418.84
13	E	100.00	1977/01	552.16	477.16
14	E	100.00	1977/02	552.16	477.16
15	E	100.00	1977/03	541.32	466.32

-Sub/Totals-

Pre-January 1990 Issue Dates

19708.78

16952.53

January 1990 and Later Issue Dates

Total

19708.78

16952.53

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

V720129A-Y

10:45

02/27/2007

MerlinTeller

Withdrawal Deposit Condonment Payments Misc Teller Office Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
14	E ✓	100.00	1977/02	552.16	477.16
15	E ✓	100.00	1977/03	541.32	466.32
16	E	200.00	1977/11	984.96	834.96
17	E	200.00	1977/01	1104.32	954.32
18	E	200.00	1977/02	1104.32	954.32
19	E	200.00	1977/03	1082.64	932.64
20	E	200.00	1977/04	1082.64	932.64
21	E	200.00	1977/05	1093.36	943.36

-Sub/Totals-

Pre-January 1990 Issue Dates

19708.78

16952.53

January 1990 and Later Issue Dates

Total

19708.78

16952.53

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICH 2

Release Version:

V720129A Y

10:45

02/27/2007

MerlinTeller

Withdrawal Deposit Consignment Payments Misc Teller Office Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
20	E ✓	200.00	1977/04	1082.64	932.64
21	E ✓	200.00	1977/05	1093.36	943.36
22	E	200.00	1977/06	1095.68	945.68
23	E	200.00	1977/07	1095.44	945.44
24	E	200.00	1977/09	1074.00	924.00
25	E	200.00	1977/12	987.68	837.68
26	E	200.00	1977/08	1095.44	945.44
27	E	200.00	1977/10	1074.00	924.00

-Sub/Totals-

Pre-January 1990 Issue Dates

19708.78

16952.53

January 1990 and Later Issue Dates

Total

19708.78

16952.53

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

V720129A-Y

10:45

02/27/2007

P4931

BRUNSTING000964



*HH
Bonds
S.P. Pavy*

**NOTICE TO RECIPIENTS OF SERIES HH AND H BOND INTEREST
IMPORTANT TAX RETURN DOCUMENT ENCLOSED**

On and after March 1, 1987, if a Series HH or H savings bond submitted for redemption is received by a Federal Reserve Office or the Bureau of the Public Debt in the month preceding an interest due date, the bond will be paid and the owner will not receive the upcoming interest payment, unless the paying office receives from the owner a specific written statement that the bond should be held until the month in which the interest is due. For example, if interest is due on a Series HH or H bond every January 1 and July 1 and the paying office receives the bond in June without a written request to hold the bond until July 1, the bond will be paid and the owner will receive no interest for the period from the preceding January 1 to the date of payment.

Paying offices will not honor instructions to hold bonds for later redemption if the bonds and written statement are received more than one month before an interest due date. For example, if interest is due on a Series HH or H bond every January 1 and July 1 and the bond is received by the paying office in September, the bond will be paid, and the owner will receive no interest for the period from the preceding July to the date of payment.

**PLEASE RETAIN THIS NOTICE WITH YOUR BONDS AS A REMINDER OF THIS
RULE CHANGE.**

P4932

BRUNSTING000965



U.S. Savings Bond E/EE Interest Income

Interest Income to be Reported to the Internal Revenue Service (Form must be typed or printed legibly)

Customer Information (Customer Mailing Address for 1099 Statement)

Customer Name (Name of party receiving funds) Elmer Brunsting	Tax ID (TIN) 232-32-8905
Street Address/Apt. Number	City/State/Zip Code

I certify that the TIN shown on this form is my correct Taxpayer Identification Number for reporting to the IRS.

Customer Signature **Elmer H Brunsting** Date **6/7/00**

Associate Information

Prepared By Sally Richardson	Teller Number 159-006	Telephone Number (713) 365-3220
Bank Number/Cost Center Torrey + Country 159 0008519	Banking Center Name/ Number Torrey + Country	

Transaction Information (Complete all applicable fields)

Type of Bonds (Check applicable type) <input checked="" type="checkbox"/> Series E <input type="checkbox"/> Series EE	Redemption Date 6/7/00	Number of Bonds 24
Purchase Price (A) \$ 1706.25	Interest Amount paid (B) (Amount reported to the IRS as Interest Income) \$ 8740.49	Total Amount Paid (C) (A + B + C) \$ 10,446.74
Deposit to Account Number 8519001143	Total Deposit Amount \$ 10,446.74	
Cash Ticket Number	Cashier's Check Number	

TEFRA Use Only

Entered By	Date	Delete	Date
Verified By	Date	Re-entered	Date

00-14-2944 NSB (01-1999)

White - TEFRA Canary - Customer Pink - File

P4933

BRUNSTING000966

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

REDEMPTION YYYY/MO	2000/06	SERIES: 1 - E BONDS	3 - SAVINGS NOTES	2 - EE BONDS	4 = I BONDS	T O T A L S	
# OF BONDS	SERIES 1,2,3,4	FACE VALUE	ISSUE YYYY/MO	P E R R E D E M P . VAL	B O N D I N T E A R N E D	R E D E M P . VAL	I N T E A R N E D
1	1	100	1973/12	447.40	372.40	447.40	372.40
1	1	100	1973/05	458.32	383.32	458.32	383.32
1	1	100	1973/06	459.40	384.40	459.40	384.40
1	1	100	1973/07	463.84	388.84	463.84	388.84
1	1	100	1973/07	463.84	388.84	463.84	388.84
1	1	100	1973/08	464.84	389.84	464.84	389.84
1	1	100	1973/09	455.80	380.80	455.80	380.80
1	1	100	1973/09	455.80	380.80	455.80	380.80
1	1	100	1973/10	455.80	380.80	455.80	380.80
1	1	100	1973/11	455.80	380.80	455.80	380.80
1	1	100	1973/11	455.80	380.80	455.80	380.80
1	1	100	1973/12	447.40	372.40	447.40	372.40
1	1	75	1973/02	350.61	294.36	350.61	294.36
PAGE TOTAL						5834.65	4878.40

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

REDEMPTION YYYY/MO	2000/06	SERIES: 1 - E BONDS	3 - SAVINGS NOTES	2 - EE BONDS	4 = I BONDS	T O T A L S	
# OF BONDS	SERIES 1,2,3,4	FACE VALUE	ISSUE YYYY/MO	P E R R E D E M P . VAL	B O N D I N T E A R N E D	R E D E M P . VAL	I N T E A R N E D
1	1	75	1973/04	343.74	287.49	343.74	287.49
1	1	75	1973/06	344.55	288.30	344.55	288.30
1	1	75	1973/08	348.63	292.38	348.63	292.38
1	1	75	1973/10	341.85	285.60	341.85	285.60
1	1	100	1973/01	466.28	391.28	466.28	391.28
1	1	100	1973/01	466.28	391.28	466.28	391.28
1	1	100	1973/02	467.48	392.48	467.48	392.48
1	1	100	1973/03	458.32	383.32	458.32	383.32
1	1	100	1973/03	458.32	383.32	458.32	383.32
1	1	100	1973/04	458.32	383.32	458.32	383.32
1	1	100	1973/05	458.32	383.32	458.32	383.32
PAGE TOTAL						4612.09	3862.09

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

*Barlow Am
Town of Coventry
Branch require
for sale of all our
1973 Series E Bonds
6/7/00*

*Total \$8740.49 list.
Total \$10446.74*

*redemp't
value*

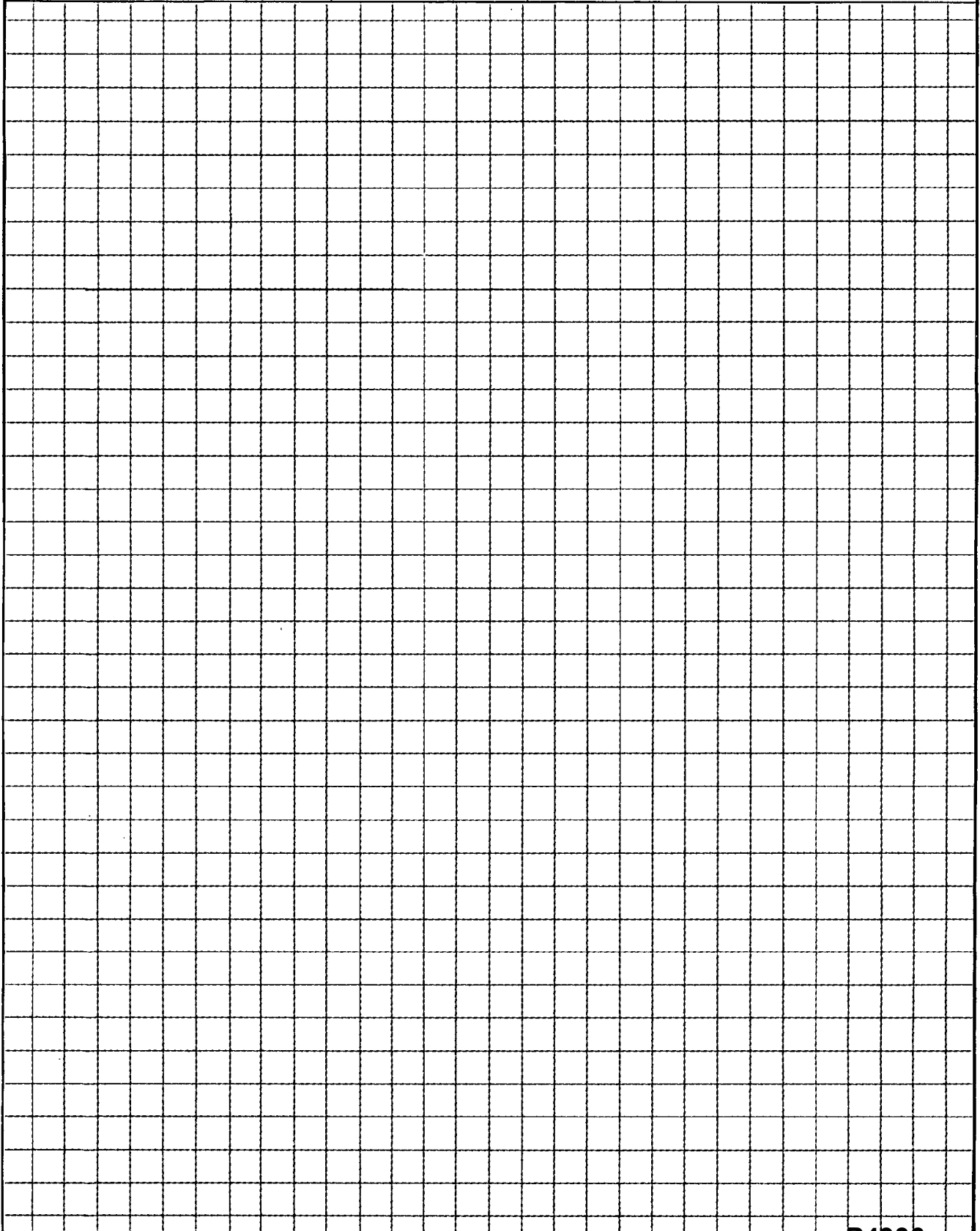
P4934

GENERAL ATOMIC COMPANY

CALCULATIONS FOR 1972 SERIES E BONDS						
EQUIP. NO.	PROJ. NO.	CALC. NO.	PAGE OF			
PREPARED BY	DATE	REF. DOCUMENTS:				
REVIEWED BY	DATE	FIGURAN FOR JUNE REDEMPTION				
APPROVED BY	DATE					
ISSUE DATE	QTY	SERIAL #	TOTAL VALUE	COST	INT. EARNED	
JAN 1973	100	C-2116581264E	466.28	75	391.28	✓
JAN 1973	100	C-2116581265E	466.28	75	391.28	✓
FEB 1973	100	C-2116581266E	466.28	75	391.28	392.48
FEB 1973	75	K 223036220E	350.61	56.25	294.36	✓
MAR 1973	100	C 2116581267E	458.32	75	383.32	✓
MAR 1973	100	C 2116581268E	458.32	75	383.32	✓
APR 1973	100	C 2116581271E	458.32	75	383.32	✓
APR 1973	75	K 223036219E	343.74	56.25	287.49	✓
MAY 1973	100	C 2116581269E	458.32	75	383.32	✓
MAY 1973	100	C 2116581270E	458.32	75	383.32	✓
JUNE 1973	100	C 116581272E	457.40	75	384.40	✓
JUNE 1973	75	K 223036218E	344.55	56.25	288.30	✓
JULY 1973	100	C 2116581273E	463.84	75	388.84	✓
JULY 1973	100	C 2116581274E	463.84	75	388.84	✓
AUG 1973	100	C 2116581275E	464.84	75	389.84	✓
AUG 1973	75	K 223036216E	348.63	56.25	292.38	✓
SEPT 1973	100	C 2116581276E	455.80	75	380.80	✓
SEPT 1973	100	C 2116581277E	455.80	75	380.80	✓
OCT 1973	100	C 2116581278E	455.80	75	380.80	✓
OCT 1973	75	K 223036217E	391.85	58.55	285.60	✓
NOV 1973	100	C 2116581279E	455.80	75	380.80	✓
NOV 1973	100	C 2116581280E	455.80	75	380.80	✓
DEC 1973	100	C 2116581281E	447.40	75	372.40	✓
DEC 1973	100	C 2116581282E	447.40	75	372.40	✓
			10,311.55	1706.25	8,685.29	
BANK TOTAL			10,446.74			
D.F.			55.20			
Grand Total			10,446.74			
Principal			1,706.25			
Interest			8740.49			
A.28			2447.34			
			2250.00			
			197.39			
				104,250 = 91,839		
				3250		
				5500		

GENERAL ATOMIC COMPANY

CALCULATIONS FOR			
EQUIP. NO.	PROJ. NO.	CALC. NO.	PAGE OF
PREPARED BY	DATE	REF. DOCUMENTS:	
REVIEWED BY	DATE		
APPROVED BY	DATE		



P4936

December Redemptor

		1	2	3	4	5	6	7	8	9	10	11	12	13
		Denomina	redemp	Penit	Totale			Denom	Redemp	Penit	Totale		Princip	Int.
		Value	Value	Value				Value	Value	Value				
1	Sept 1968	25	128.93	18.75	110.18		Sept	50	246.44	37.50	203.72	1968	375	2925.60
2		100	515.72	75	440.72			100	492.88	75	407.44	1969	806.25	4588.60
3	Oct	25	128.93	18.75	110.18		Nov	50	246.44	37.50	203.72	1970	1181.25	5099.24
4		100	515.72	75	440.72			100	492.88	75	407.44		2362.50	12183.62
5	Nov	25	127.93	18.75	109.18		Dec	50	248.02	37.50	209.52	1971	1640.25	6693.11
6		100	511.72	75	436.72			100	491.04	75	419.04		3806.25	17876.63
7	Dec	4200	521.72	75	436.72					7181.25	5,099.26	1980	702.50	18495.1
8		425	129.93	18.75	111.18								4508.75	21726.44
9				375	2495.60		Jan 71	50	211.50	37.50	174.00	1972	1451.25	6574.74
10								100	423.92	75	348.00		5990.00	28321.8
11	April 1969	25	129.35	18.75	110.60		Feb	50	211.98	37.50	174.48			
12		100	517.4	75	442.40			100	423.92	75	348.92			
13	May	50	253.04	37.50	217.54		March	50	211.98	37.50	174.48			
14		100	510.14	75	435.16			100	423.92	75	348.92			
15	June	50	249.78	37.50	212.28		April	50	211.98	37.50	174.48			
16		100	499.56	75	424.56			100	423.92	75	348.92			
17	Aug	100	495.68	75	420.68		May	75	317.94	56.25	261.69			
18	Sept	50	247.84	37.50	210.34			100	423.92	75	348.92			
19		100	495.68	75	420.68		June	75	315.75	56.25	259.50			
20	Oct	25	123.92	18.75	105.17			100	425.20	75	350.20		Bonds	14950
21		100	495.68	75	420.68		July	50	210.50	37.50	173.00		Savings	7610
22	Nov	50	247.84	37.50	210.34			100	421.1	75	346.00			24080
23		100	495.68	75	420.68		Aug	75	316.32	56.25	260.07			
24	Dec	25	124.56	18.75	105.81			100	421.76	75	346.76			
25		100	498.28	75	423.28		Sept	50	210.88	37.50	173.38			
26				806.25	4588.64			100	421.76	75	344.76			
27							Oct	75	316.32	56.25	260.07		Sold TRAD 1971	
28	March 70	50	247.18	37.50	209.68			100	421.76	75	346.76		Capital	3904
29		100	494.36	75	419.36		Nov	50	210.88	37.50	173.38		Int	19877
30	April	50	247.18	37.50	209.68			100	421.76	75	346.76			23683
31		100	494.36	75	419.36		Dec	75	317.13	56.25	260.88			
32	May	50	247.18	37.50	209.68			100	422.84	75	346.84		Tax 1987	5565
33		100	494.36	75	419.36					7142.75	1693.11			18,119
34	June	50	248.34	37.50	210.84									2610
35		100	496.68	75	421.68									27728
36	Aug	50	246.44	37.50	208.94									23720
37		100	492.88	75	417.88									
38	Sept	25	123.22	18.75	104.72									
39		100	492.88	75	418.88									
40				813.75	3,248.38									

4/15/70
1/15/71
1/15/72
1/15/73
1/15/74
1/15/75
1/15/76
1/15/77
1/15/78
1/15/79
1/15/80

Deer Redemption
1977

red.

	1	2	3	4	5	6	7	8	9	10	11	12	13
	Deer	redempt value	Feed	Taxable									
1	Feb 1980	75	202.29	56.25	146.04								
2	Feb	100	269.72	75	194.72								
3	Feb	200	539.43	150	389.43								
4	March	200	539.47	150	389.43								
5	March	200	539.47	150	389.43								
6	April	75	202.29	56.25	146.04								
7	April	100	269.72	75	194.72								
8		875		702.50	184.81								
9													
10													
11		472											
12	Jan	75	310.86	56.25	254.61								
13	Feb	50	202.74	37.50	165.24								
14	Feb	100	415.48	75	340.48								
15	March	75	311.61	56.25	255.36								
16	March	100	415.48	75	340.48								
17	April	75	311.61	56.25	255.36								
18	April	100	415.48	75	340.48								
19	May	75	311.61	56.25	255.36								
20	May	100	415.48	75	340.48								
21	June	75	312.98	56.25	256.73								
22	June	100	416.64	75	341.64								
23	July	75	306.33	56.25	250.08								
24	July	100	408.44	75	333.44								
25	Aug	75	307.02	56.25	250.77								
26	Aug	100	408.44	75	333.44								
27	Sept	75	307.02	56.25	250.77								
28	Sept	100	408.44	75	333.44								
29	Oct	75	307.02	56.25	250.77								
30	Oct	100	408.44	75	333.44								
31	Nov	75	307.02	56.25	250.77								
32	Nov	100	408.44	75	333.44								
33	Dec	75	307.68	56.25	251.43								
34	Dec	100	410.24	75	335.24								
35				481.25	6591.76								
36				5990	28321.08								
37				-3									
38				34211.08									
39				-3									
40				34011.08									
41													
42													

23
21
30

1849.51
202.50
252.31

125.92
118.25
406.64
403.59
1250.29

28221.68
25886.87
434.31
2752.31
221.00

481.25
5990
-3
34211.08
-3
34011.08

25886.87
2562.34
28449.21
25.00
28474.21
5990
34437.21

P4938

BRUNSTING000971

SAVINGS - STOCK BONUS PLAN OF
GULF OIL CORPORATION

EMPLOYEE NO: 114162
LOCATION NO: 150
SOC SEC NO: 282-32-8905

AUTHORIZATION FOR SETTLEMENT

IN ACCORDANCE WITH THE PROVISIONS OF THE SAVINGS-STOCK BONUS PLAN,
THE SETTLEMENT SHOWN BELOW IS AUTHORIZED TO BE MADE FOR THE ACCOUNT OF
E.H. BRUNSTING BY REASON OF REQUEST 12/31/82
PART OF THIS SETTLEMENT MAY BE TAXABLE.

			COST OF	CASH	TOTAL FUND
			SECURITIES	PAYMENT	SETTLEMENT
SAVINGS FUNDS:					
1982 TERM-	36 BONDS	178 UNITS	2,225.00	4.84	2,229.84

STOCK BONUS FUNDS:

LONG TERM- SHARES @ \$.000

LONG TERM SAVINGS FUNDS:

OPTION 1- SHARES @ \$.000

OPTION 2

SAVERS A- SHARES @ \$.000

SAVERS B

TOTAL SETTLEMENT UNDER ALL FUNDS:					
36 BONDS	SHARES		2,225.00	4.84	2,229.84

CHECK DATE 03/25/83 , NUMBER 214850, PAYEE E. H. BRUNSTING

BENEFITS COMMITTEE

DATE MARCH 25, 1983

BY PHILIP E. LINTNER
SECRETARY

1-800 333 2919

DESCRIPTIONS OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

ISSUE DATE	DENOMINATION	SERIAL NUMBER	INSCRIPTION
8/27/67 JAN 1968	123.71 25	Q2323610188E	ELMER H. BRUNSTING OR Q641817019E NELVA E. BRUNSTING
8/27/67 JAN 1968	494.84 100	C488366018E	DITTO C-2116581318E
8/27/67 FEB 1968	494.84 100	C488381553E	DITTO C-2116581319E
8/27/67 MARCH 1968	494.84 100	C487597606E	DITTO C-2116581320E
7/31/67 JULY 1968	495.68 100	C492930507E	DITTO Sold - Mond?
8/27/67 AUG 1968	123.92 25	Q2369597957E	DITTO Q641817018E
8/27/67 AUG 1968	495.68 100	C495526689E	DITTO C-2116581317E
SEPT 1968	123.92 25	Q2376239798E	DITTO Q641817017E
SEPT 1968	495.68 100	C495554472E	DITTO C-2116581316E
OCT 1968	123.92 25	Q2376412853E	DITTO Q641817016E
OCT 1968	495.68 100	C495571546E	DITTO C-2116581315E
NOV 1968	123.92 25	Q2382934338E	DITTO Q641817015E
NOV 1968	495.68 100	C496529219E	DITTO C-2116581314E
DEC 1968	123.92 25	C496545465E	DITTO C-2116581313E
DEC 1968	495.68 100	Q2389590020E	DITTO Q6418172020E
	519.672		
8/27/67 JAN 1969	124.33 25	Q2402769422E	ELMER H BRUNSTING Q6418172021E NELVA E BRUNSTING
7/31/67 JAN 1969	497.32 100	C497448486E	DITTO Sold
8/27/67 FEB 1969	124.33 25	Q2409958642E	DITTO Q6418172022E
8/27/67 FEB 1969	497.32 100	C499254901E	DITTO C-2116581323E
8/27/67 MARCH 1969	495.68 50	L757031560E	DITTO L-2225131884E
8/27/67 MARCH 1969	497.32 100	C499266790E	DITTO C-2116581324E
8/27/67 APRIL 1969	124.33 25	Q2422715395E	DITTO Q6418172023E
8/27/67 APRIL 1969	497.32 100	C499274128E	DITTO C-2116581325E
MAY 1969	246.15 50	L763056023E	DITTO L-2225131885E
MAY 1969	497.32 100	C502244708E	DITTO C-2116581326E
JUNE 1969	240.04 50	L766519117E	DITTO L-2225131886E
JUNE 1969	490.16 100	C502238466E	DITTO C-2116581327E
8/27/67 JULY 1969	119.83 25	Q2440232983E	DITTO Q6418172024E
7/31/67 JULY 1969	495.32 100	C502260677E	DITTO Sold
8/27/67 AUG 1969	238.18 50	L772779399E	DITTO L-2225131887E
AUG 1969	497.32 100	C504859197E	DITTO C-2116581328E
SEPT 1969	238.20 50	L775389203E	DITTO L-2225131888E
SEPT 1969	497.32 100	C504883348E	DITTO C-2116581329E
OCT 1969	119.83 25	Q2468249697E	DITTO Q6418172025E
OCT 1969	497.32 100	C506399101E	DITTO C-2116581330E
NOV 1969	238.20 50	L777324452E	DITTO L-2225131889E
NOV 1969	497.32 100	C506442126E	DITTO C-2116581331E
DEC 1969	119.72 25	Q2476363422E	DITTO Q6418172026E
DEC 1969	495.88 100	C506449027E	DITTO C-2116581308E
	760.58		
8/27/67 JAN 1970	236.96 50	L779356396E	ELMER H BRUNSTING OR 2225131883E NELVA E BRUNSTING
8/27/67 JAN 1970	498.92 100	C507351868E	DITTO C-2116581309E
FEB 1970	118.78 25	Q2489045403E	DITTO Q6418172026E
FEB 1970	497.12 100	C507371517E	DITTO C-2116581324E
MARCH 1970	237.58 50	L781533895E	DITTO L-2225131885E

~~8/27/67~~ ~~8/27/67~~ 100 C-2116581302E

MARCH 1970 ✓ 237.53 100
 APRIL 1970 ✓ 118.78 50
 APRIL 1970 ✓ 475.12 100
 MAY 1970 ✓ 257.56 50
 MAY 1970 ✓ 475.12 100
 JUNE 1970 ✓ 237.58 50
 JUNE 1970 ✓ 475.16 100
 9/23/70 JULY 1970 258.70 50
 9/24/70 JULY 1970 477.40 100
 AUG 1970 ✓ 236.92 50
 AUG 1970 ✓ 472.64 100
 SEPT 1970 ✓ 118.44 25
 SEPT 1970 ✓ 473.2 100
 OCT 1970 ✓ 232.84 50
 OCT 1970 ✓ 473.26 100
 NOV 1970 ✓ 296.84 50
 NOV 1970 ✓ 472.76 100
 DEC 1970 ✓ 237.44 50
 DEC 1970 ✓ 474.84 100

7750.06

JAN 1971 ✓ 201.32 50
 JAN 1971 ✓ 402.64 100
 FEB 1971 ✓ 201.74 50
 FEB 1971 ✓ 403.44 100
 MARCH 1971 ✓ 201.74 50
 MARCH 1971 ✓ 403.48 100
 APRIL 1971 ✓ 201.74 50
 APRIL 1971 ✓ 402.74 100
 MAY 1971 ✓ 302.61 75
 MAY 1971 ✓ 402.48 100
 JUNE 1971 ✓ 297.63 75
 JUNE 1971 ✓ 396.84 100
 JULY 1971 ✓ 198.76 50
 JULY 1971 ✓ 397.52 100
 AUG 1971 ✓ 258.17 75
 AUG 1971 ✓ 397.56 100
 SEPT 1971 ✓ 198.74 50
 SEPT 1971 ✓ 397.52 100
 OCT 1971 ✓ 298.17 75
 OCT 1971 ✓ 397.52 100
 NOV 1971 ✓ 198.76 50
 NOV 1971 ✓ 397.52 100
 DEC 1971 ✓ 258.53 75
 DEC 1971 ✓ 398.56 100

7698.52

1/3/72 JAN 1972 ✓ 293.04 75
 1/3/72 JAN 1972 ✓ 390.72 100
 FEB 1972 ✓ 195.50 50
 FEB 1972 ✓ 391.60 100

C509742914E
 L781622843E
 C513299043E
 LL781689413E
 C513338157E
 L781840738E
 C513377785E
 L794088310E
 C513404100E
 L796803115E
 C 515732747E
 Q2528750393E
 C515801272E
 L801969302E
 C515833390E
 L802022535E
 C515886588E
 L807326463E
 C 515436590E

DITTO C-2116581310E
 DITTO L-2225131866E
 DITTO C-2116581311E
 DITTO L-2225131867E
 DITTO C-2116581312E
 DITTO L-2225131868E
 DITTO C-2116581283E
 DITTO L-2225131869E
 DITTO C-2116581254E
 DITTO L-2225131870E
 DITTO C-2116581255E
 DITTO Q6418172027E
 DITTO C-2116581286E
 DITTO L-2225131871E
 DITTO C-2116581897E
 DITTO L-2225131872E
 DITTO C-2116581288E
 DITTO L-2225131873E
 DITTO C-2116581289E

L807366168E
 C518450821E
 L812941238E
 C518516321E
 L815611153E
 C522495921E
 L817774095E
 C523365879E
 K14200621E
 C523483834E
 K14670394E
 C526107354E
 L819574435E
 C528427319E
 K15016278E
 C529794380E
 L825480119E
 C529877212E
 K15187296E
 C529895593E
 L835532053E
 C531353752E
 K16443059E
 C534218555E

ELMER H BRUNSTING OR L 2225131874E
 NELVA BRUNSTING C-2116581290E
 DITTO L-2225131875E
 DITTO C-2116581291E
 DITTO L-2225131876E
 DITTO C-2116581292E
 DITTO L-2225131877E
 DITTO C-2116581293E
 DITTO K 223036233E
 DITTO L-2116581294E
 DITTO K 223036234E
 DITTO C-2116581295E
 DITTO L-2225131878E
 DITTO C-2116581296E
 DITTO K 223036238E
 DITTO C-2116581297E
 DITTO L-2225131879E
 DITTO C-2116581298E
 DITTO L-223036232E
 DITTO C-2116581299E
 DITTO L-2225131880E
 DITTO C 2116581300E
 DITTO K 223036231E
 DITTO C-2116581301E

ELMER H BRUNSTING OR K 223036198E
 NELVA E BRUNSTING 502
 DITTO L-2225131857E
 DITTO C-2116581303E

C-2116581302E

MARCH 1972 ✓ 293.7375
 MARCH 1972 ✓ 391.64100
 APRIL 1972 ✓ 293.7375
 APRIL 1972 ✓ 391.64100
 MAY 1972 ✓ 293.7375
 MAY 1972 ✓ 391.64100
 JUNE 1972 ✓ 294.5475
 JUNE 1972 ✓ 392.72100
 JULY 1972 ✓ 288.7575
 JULY 1972 ✓ 385 100
 AUG 1972 ✓ 289.4175
 AUG 1972 ✓ 385.88100
 SEPT 1972 ✓ 289.4175
 SEPT 1972 ✓ 385.88100
 OCT 1972 ✓ 289.4175
 OCT 1972 ✓ 385.88100
 NOV 1972 ✓ 289.4175
 NOV 1972 ✓ 385.88100
 DEC 1972 ✓ 289.4175
 DEC 1972 ✓ 385.88100

8071.13

K100205529E
 C1001140610E
 K100235027E
 C1001188897E
 K100574825E
 C1004287178E
 K100897353E
 C1004370151E
 K100923508E
 C1005971762E
 K101226740E
 C1007854435E
 K101234776E
 C1009583723E
 K101497925E
 C101342162E
 K101674271E
 C1014677804E
 K101717239E
 C1014769185E

DITTO K 223036230R
 DITTO C-2116581304R
 DITTO K-223036229E
 DITTO C-2116581305E
 DITTO K 223036228E
 DITTO C-2116581306E
 DITTO K 223036227E
 DITTO C-2116581307E
 DITTO K 223036226E
 DITTO C-2116581258R
 DITTO K 223036225E
 DITTO K 223036224E
 DITTO C-2116581259R
 DITTO K 223036223E
 DITTO C-2116581261E
 DITTO K 223036222E
 DITTO C-2116581262E
 DITTO K 223036221E
 DITTO C-2116581263E

Each 76/00

JAN 1973
 JAN 1973
 FEB 1973
 FEB 1973
 MARCH 1973
 MARCH 1973
 APRIL 1973
 APRIL 1973
 MAY 1973
 MAY 1973
 JUNE 1973
 JUNE 1973
 JULY 1973
 JULY 1973
 AUG 1973
 AUG 1973
 SEPT 1973
 SEPT 1973
 OCT 1973
 OCT 1973
 NOV 1973
 NOV 1973
 DEC 1973
 DEC 1973

379.04100
 379.04100
 289 75
 380 100
 380 100
 380 100
 285 75
 380 100
 380 100
 380 100
 285.65 75
 380.88 100
 373.43 100
 373.40 100
 280.65 75
 374.22 100
 374.24 100
 374.24 100
 280.65 75
 374.24 100
 374.24 100
 374.24 100
 374.24 100
 374.24 100
 374.24 100
 374.24 100

C1017412539E
 C1017412540E
 K103456625E
 C1019165387E
 C1020967659E
 C1020967660E
 K103502429E
 C1022725346E
 C1022743153E
 C1022743154E
 K104260431E
 C1024190568E
 C1025207524E
 C1025207525E
 K104501960E
 C1026856168E
 C1028489865E
 C1028489866E
 K105207666E
 C1030186694E
 C1031889677E
 C1031889678E
 C1031993682E
 C1031993683E

ELMER H BRUNSTING OR C-2116581264E
 NELVA E BRUNSTING C-2116581265R
 DITTO K 223036220E
 DITTO C-2116581266R
 DITTO C-2116581267R
 DITTO C-2116581268R
 DITTO K 223036219E
 DITTO C-2116581271E
 DITTO C-2116581269R
 DITTO C-2116581270E
 DITTO K 223036218E
 DITTO C-2116581272R
 DITTO C-2116581273E
 DITTO C-2116581274E
 DITTO K 223036216E
 DITTO C-2116581275R
 DITTO C-2116581277E
 DITTO C-2116581277E
 DITTO K 223036217
 DITTO C-2116581278E
 DITTO C-2116581279E
 DITTO C-2116581280E
 DITTO C-2116581281E
 DITTO C-2116581282R

JAN 1974
 JAN 1974
 FEB 1974

272.7675
 363.68100
 272.7675

K105609333E
 C1034862765E
 K106301025E

ELMER H BRUNSTING OR K 223036215E
 NELVA E BRUNSTING C-2116581234E
 DITTO K 223036214E

March thru August 2000
434/100
456.36 - 381.36 sub.
2500 / 10.34 = 10,850
1974

9/7/01 *th car member*

FEB 1974	363.68 100
MARCH 1974	363.68 100
MARCH 1974	363.68 100
APRIL 1974	363.68 100
APRIL 1974	363.68 100
MAY 1974	356.48 100
MAY 1974	356.48 100
JUNE 1974	357.32 100
JUNE 1974	357.32 100
JULY 1974	59.32 25
JULY 1974	357.32 100
JULY 1974	357.32 100
AUG 1974	59.32 25
AUG 1974	357.32 100 ✓
AUG 1974	357.32 100 ✓
SEPT 1974	59.32 25 ✓
SEPT 1974	357.32 100 ✓
SEPT 1974	357.32 100 ✓
OCT 1974	59.32 25 ✓
OCT 1974	714.63 200 ✓
NOV 1974	59.32 25 ✓
NOV 1974	700.42 200
DEC 1974	702.16 200

11-100

*2200
1500
2500*

*4/4/02
11/11/05*

59.32 25
357.32 100
357.32 100
59.32 25
357.32 100 ✓
357.32 100 ✓
59.32 25 ✓
357.32 100 ✓
357.32 100 ✓
59.32 25 ✓
714.63 200 ✓
59.32 25 ✓
700.42 200
702.16 200
8.861.23

644.2

C1037551320E
C1039590046E
C1039590047E
C1039616578E
C1039616579E
C1040575108E
C1040575109E
C1040666253E
C1040666254E
Q5206129943E
C1040699695E
C1040699696E
Q5207177764E
C1042675840E
C1042675841E
Q5212656678E
C1044277355E
C1044277356E
Q5219890347E
R104236199E
Q5227328461E
R104238066E
R105532207E

DITTO C-2116581235E
DITTO C-2116581236E
DITTO C-2116581237E
DITTO C-2116581238E
DITTO C-2116581239E
DITTO C-2116581240E
DITTO C-2116581241E
DITTO C-2116581242E
DITTO C-2116581243E
DITTO Q6418172011E
DITTO C-2116581244E
DITTO C-2116581245E
DITTO Q6418172014E
DITTO C-2116581246E
DITTO C-2116581247E
DITTO Q641812079E
DITTO C-2116581248E
DITTO C-2116581249E
DITTO Q6418172029E
DITTO R-214370762E
DITTO Q6418172028E
DITTO R-214370763E
DITTO R-214370764E

JAN 1975	702.04 200
FEB 1975	87.74 25
FEB 1975	702.08 200
MARCH 1975	171.52 50
MARCH 1975	702.08 200
APRIL 1975	171.52 50
APRIL 1975	702.08 200
MAY 1975	172.04 50
MAY 1975	688.16 200
JUNE 1975	56.23 25
JUNE 1975	688.16 200
JULY 1975	172.44 50
JULY 1975	688.16 200
JULY 1975	688.16 200
AUG 1975	50
AUG 1975	200
SEPT 1975	172.44 50
SEPT 1975	688.16 200
OCT 1975	172.44 50
OCT 1975	688.16 200
NOV 1975	253.54 75
NOV 1975	670.24 200
DEC 1975	254.16 75
DEC 1975	677.76 200

6/1

*ok
7/1/01*

11/11/05

702.04 200
87.74 25
702.08 200
171.52 50
702.08 200
171.52 50
702.08 200
172.04 50
688.16 200
56.23 25
688.16 200
172.44 50
688.16 200
688.16 200
50
200
172.44 50
688.16 200
172.44 50
688.16 200
253.54 75
670.24 200
254.16 75
677.76 200

R105534602E
Q5250876813E
R105537285E
L1110504385E
R105552232E
L10655080468E
R105555261E
L20046344533E
R200729202E
Q6011260745E
R200475099E
L2008122240E
R200478983E
L2011260401E
R201130474E
L2019145590E
R201134203E
L2025225306E
R201145065E
K202269628E
R201438781E
K202852678E
R202448340E

ELMER H BRUNSTING OR R-214370761E
NELVA E BRUNSTING Q6418172030E
DITTO R-214370760E
DITTO L-2225131858E
DITTO R-214370759E
DITTO L-2225131859E
DITTO R-214370758E
DITTO L-2225131860E
DITTO R-214370757E
DITTO Q6418172031E
DITTO R-214370756E
DITTO L-2225131861E
DITTO R-214370755E
DITTO L-2225131862E
DITTO R-214370754E
DITTO L-2225131863E
DITTO R-214370753E
DITTO L-2225131864E
DITTO R-214370752E
DITTO K-223036213E
DITTO R-214370774E
DITTO K-223036212E
DITTO R-214370773E

*10,193.94
6461.65*

*separated 33,282.9
7.212.24 of which 6087.24 is taxable*

2000
2/27/07
07

JAN 1976
JAN 1976
FEB 1976
FEB 1976
MARCH 1976
MARCH 1976
APRIL 1976
APRIL 1976
MAY 1976
MAY 1976
JUNE 1976
JUNE 1976
JULY 1976
JULY 1976
AUG 1976
AUG 1976
SEPT 1976
SEPT 1976
OCT 1976
OCT 1976
NOV 1976
NOV 1976
DEC 1976
DEC 1976

254.1475
677.84200
254.1975
677.84200
254.1975
677.84200
254.1975
677.84200
254.1975
677.84200
249.1275
664.32200
249.1975
665.84200
249.6475
665.74200
332.84100
445.74200
249.6475
665.74200
249.6475
665.74200
249.7475
652.56200
245.4375
654.44200

11,099.16
327.24100 ✓
654.44200 ✓
327.24100 ✓
654.44200 ✓
327.24100 ✓
654.44200 ✓
327.24100 ✓
654.44200 ✓
80.2125 ✓
320.84100 ✓
641.64200 ✓
321.52100 ✓
643.04200 ✓
321.44100 ✓
642.88200 ✓
80.3625 ✓
321.44100 ✓
642.88200 ✓
321.44100 ✓
642.88200 ✓
321.44100 ✓
642.88200 ✓
286.20100 ✓
572.42200 ✓
71.7525 ✓
287.00100 ✓

K202864265E
R202451895E
K203112916E
R202690829E
K203265303E
R202694335E
K203366117E
R202698397E
K203354323E
R202699682E
K203364078E
R203951602E
K203386120E
R203944366E
C2030829953E
R203949180E
K207076144E
R203978493E
K207094581E
R204483052E
K207452453E
R204507335E
K207459456E
R204523975E

C20361322118E
R204541333E
C2039832289E
R204553456E
C2041431316E
R204557856E
C2043336989E
R205675270E
Q6185728367E
C2046633576E
R205991077E
C2049536154E
R20634880E
C204981455E
R206596261E
Q6204923639E
C2054099290E
R2060846501E
C2054145624E
R207208675E
C2058634132E
R207528154E
C2059773778E
R207840791E
Q6233839753E
C2061750948E

ELMER H BRUNSTING ORK-223036211E
NELVA E BRUNSTING R-214370772E
DITTO K-223036210E
DITTO R-214370771E
DITTO K-223036209E
DITTO R-214370770E
DITTO K-223036208E
DITTO R-214370769E
DITTO K-223036207E
DITTO R-214370768E
DITTO K-223036206E
DITTO R-214370767E
DITTO K-223036205E
DITTO R-214370766E
DITTO C-2116581250E
DITTO R-214370765E
DITTO K-223036204E
DITTO R-214370784E
DITTO K-223036203E
DITTO R-214370753E
DITTO K-223036202E
DITTO R-214370782E
DITTO K-223036201E
DITTO R-214370781E

ELMER H BRUNSTING ORC-2116581271E
NELVA E BRUNSTING R-214370780E
DITTO C-2116581252E
DITTO R-214370779E
DITTO C-2116581253E
DITTO R-214370778E
DITTO C-2116581254E
DITTO R-214370777E
DITTO Q6418172032E
DITTO C-2116581255E
DITTO R-214370776E
DITTO C-2116581256E
DITTO R-214370775E
DITTO C-2116581257E
DITTO R-214370794E
DITTO Q6418172033E
DITTO C-2116581226E
DITTO R-214370793E
DITTO C-2116581227E
DITTO R-214370792E
DITTO C-2116581228E
DITTO R-214370791E
DITTO C-2116581229E
DITTO R-214370790E
DITTO Q6418172034E
DITTO C-2116581230E

2/27/07 19,708.78

O
 7/7/01
 7/7/01
 1979
 47
 O
 6
 O

DEC 1977
DEC 1977

28
100

O6233889753E
C2066750948E

DITTO
DITTO

DEC 1977

Cashed in

200 ✓

PAGE 6

R207846639E

DITTO R 214 370 789 E

JAN 1978
JAN 1978

314168
257 100
594 200

C2063616775E
R 208068104E

ELMER H. BRUNSTING OR C-2116581231 E
NELVA E BRUNSTING R 214 370 788 E

~~FEB 1980~~
~~FEB 1980~~
~~FEB 1980~~
MARCH 1980
~~MARCH 1980~~
~~APRIL 1980~~
~~APRIL 1980~~

194.43 75
259.24 100
318.48 200
578.48 200
518.48 200
194.43 75
259.24 100
2462.78

K221891597E
C2107430100E
R212872691E
R212956976E
R212956977E
K222388747E
C2108816696E

ELMER H BRUNSTING OR K 223096179 E
NELVA E BRUNSTING C-2116581232 E
DITTO R-214370787 E
DITTO R-214370786 E
DITTO R 214 370 785 E
DITTO K 223036200 E
DITTO C-2116581233 E

FEB 1981
FEB 1981
FEB 1981
MARCH 1981
MARCH 1981
MARCH 1981
APRIL 1981
APRIL 1981
APRIL 1981
MAY 1981
MAY 1981
MAY 1981
JUNE 1981
JUNE 1981
JUNE 1981
JULY 1981
JULY 1981
JULY 1981
AUG. 1981
AUG. 1981
AUG. 1981
SEPT 1981
SEPT 1981
SEPT 1981
OCT 1981
OCT 1981
OVT 1981
NOV 1981
NOV 1981
DEC 1981
DEC 1981
DEC 1981

161.40 50
242.1 75
645.60 200
161.40 50
242.1 75
645.60 200
161.40 50
322.80 100
645.60 200
152.96 50
229.44 75
611.84 200
152.96 50
229.44 75
611.84 200
152.96 50
305.92 100
611.84 200
152.96 50
229.44 75
611.84 200
153.96 50
305.92 100
611.84 200
152.96 50
229.44 75
611.84 200
148.52 50
227.76 75
594.08 200
148.52 50
297.04 100
594.08 200

L50420726EE
K19777823EE
R7766450EE
L57948286EE
K19824806EE
R7862790EE
L62652169EE
C22831762EE
R7935030EE
L66997209EE
K20201615EE
R8890396EE
L67154411EE
K20988705EE
R8963741EE
L71018815EE
C27478706EE
R9080782EE
L77515409EE
K21069991EE
R9163791EE
L78689195EE
C31829104EE
R299558EE
L83335953EE
K21754483EE
R10284711EE
L87201014EE
K21962801EE
R10473740EE
L87994774EE
C35846236EE
R10720744EE

ELMER H BRUNSTING OR L 550298074 EE
NELVA E BRUNSTING K101747190 EE
DITTO R 137344640 EE
DITTO L 550298073 EE
DITTO K 101747189 EE
DITTO R 137344693 EE
DITTO L 550298072 EE
DITTO C 586074555 EE
DITTO R 137344638 EE
DITTO L 550298071 EE
DITTO K 101747188 EE
DITTO R 137344637 EE
DITTO L 550298070 EE
DITTO K 101747187 EE
DITTO R 137344636 EE
DITTO L 550298069 EE
DITTO C 586074554 EE
DITTO R 137344635 EE
DITTO L 550298068 EE
DITTO K 101747186 EE
DITTO R-137344634 EE
DITTO L 550298067 EE
DITTO C 586074553 EE
DITTO R 137344633 EE
DITTO L 550298066 EE
DITTO K 101747185 EE
DITTO R 137344632 EE
DITTO L 550298065 EE
DITTO K 101747184 EE
DITTO R 137344631 EE
DITTO L 550298064 EE
DITTO C-586074552 EE
DITTO R 137344630 EE

11,196.98

JAN 1982 222.7875
 JAN 1982 297.04 100
 JAN 1982 594.00 200
 FEB 1982 148.52 50
 FEB 1982 297.04 100
 FEB 1982 594.00 200
 MARCH 1982 222.7875
 MARCH 1982 297.04 100
 MARCH 1982 594.00 200
 APRIL 1982 222.7875
 APRIL 1982 297.04 100
 APRIL 1982 594.00 200
 MAY 1982 216.30 75
 MAY 1982 288.40 100
 MAY 1982 576.80 200
 JUNE 1982 216.30 75
 JUNE 1982 288.40 100
 JUNE 1982 576.80 200
 JUL 1981 216.30 75
 JULY 1982 288.40 100
 JULY 1982 576.80 200
 AUG 1982 216.30 75
 AUG 1982 288.40 100
 AUG 1982 576.80 200
 SEPT 1982 144.20 50
 SEPT 1982 288.40 100
 SEPT 1982 576.80 200
 OCT 1982 216.30 75
 OCT 1982 288.40 100
 OCT 1982 576.80 200
 NOV 1982 192.72 75
 NOV 1982 256.96 100
 NOV 1982 513.92 200
 DEC 1982 192.72 75
 DEC 1982 256.96 100
 DEC 1982 513.92 200

12,725

JAN 1983 192.72 75
 JAN 1983 256.96 100
 JAN 1983 513.92 200
 FEB 1983 128.48 50
 FEB 1983 256.96 100
 FEB 1983 513.92 200
 MARCH 1983 192.72 75
 MARCH 1983 256.96 100
 MARCH 1983 513.92 200
 APRIL 1983 192.72 75
 APRIL 1983 256.96 100
 APRIL 1983 513.92 200
 MAY 1983 182.34 75
 MAY 1983 243.12 100

K22664763EE
 C36623992EE
 R11303467EE
 L91576789EE
 C36678673EE
 R11338971EE
 K23083831EE
 C36718817EE
 R11374723EE
 K23121260EE
 C40523680EE
 R11584168EE
 K23495917EE
 C40594461EE
 R11601130EE
 K23536240EE
 C41593583EE
 R11710847EE
 K23579140EE
 C43012682EE
 R11827387EE
 K29080326EE
 C43673159EE
 R11843838EE
 L109061867EE
 C43899488EE
 R11932700EE
 K34434512EE
 C46517845EE
 R12764765EE
 K34462816EE
 C46556481EE
 R12807995EE
 K35841574EE
 C47000524EE
 R13202009EE

K35869372EE
 C47086584EE
 R13214791EE
 L136290497EE
 C54019850EE
 R13915588EE
 K36534795EE
 C54064392EE
 R14184718EE
 K39737381EE
 C55118367EE
 R14244640EE
 K39755808EE
 C55144028EE

ELMER H BRUNSTING OR K101747183EE
 NELVA E BRUNSTING C586074541EE
 DITTO R137344629EE
 DITTO L550298063EE
 DITTO C586074530EE
 DITTO R137344628EE
 DITTO K101747182EE
 DITTO C586074549EE
 DITTO R137344627EE
 DITTO K101747181EE
 DITTO C586074548EE
 DITTO R137344626EE
 DITTO K101747180EE
 DITTO C586074547EE
 DITTO R137344625EE
 DITTO K101747179EE
 DITTO C586074546EE
 DITTO R137344624EE
 DITTO K101747178EE
 DITTO C586074545EE
 DITTO R137344623EE
 DITTO K101747177EE
 DITTO C586074544EE
 DITTO R137344622EE
 DITTO L550298062EE
 DITTO C586074543EE
 DITTO R137344621EE
 DITTO K101747176EE
 DITTO C586074542EE
 DITTO R137344620EE
 DITTO K101747175EE
 DITTO C586074541EE
 DITTO R137344619EE
 DITTO K101747174EE
 DITTO C586074540EE
 DITTO R137344618EE

ELMER H BRUNSTING OR K101747173EE
 NELVA E BRUNSTING C586074539EE
 DITTO R137344617EE
 DITTO L550298061EE
 DITTO C586074538EE
 DITTO R137344616EE
 DITTO K101747172EE
 DITTO C586074537EE
 DITTO R137344615EE
 DITTO K101747171EE
 DITTO C586074536EE
 DITTO R137344614EE
 DITTO K101747170EE
 DITTO C586074535EE

1-800-333-2919

1-800-333-2919

1-800-333-2919

4/9/2

MAY 1983
 JUNE 1983
 JUNE 1983
 JUNE 1983
 JULY 1983
 JULY 1983
 JULY 1983

486.24 200
 182.34 75
 243.12 100
 486.24 200
 182.34 75
 234.12 100
 486.24 200

6515.77

R14256620EE
 K39784382EE
 C55185840EE
 R15649975EE
 K39817083EE
 C55647118EE
 R14702862EE

DITTO R137344613 EE
 DITTO K101747169 EE
 DITTO C586074534 EE
 DITTO R137344612 EE
 DITTO K101747168 EE
 DITTO C586074533 EE
 DITTO R137344611 EE

SERIES HH BONDS TAXABLE

OCT 1982 385.52 500
 OCT 1982 385.53 500
 NOV 1988 694.56 1000
 NOV 1988 694.56 1000

D284696HH
 D284697HH
 M2577341HH
 M2577342HH

ELMER H BRUNSTING ORD 4252731 HH
 NELVA E BRUNSTING D 4252732 HH
 DITTO M 6024223 HH
 DITTO M 6024224 HH

Redeemed by Fed Res only 713-658-4493

69
46.67

3000

saved for 20 yrs

123,531.51

123,581.51

3000 HH

120,581.51

26,493.75 cost

94,087.76 taxable

2160.18 HH taxable

96,247.94 TAX AMT

26,949.42 @ 28%

69,298.52 TAX PD

26,493.75 cost E-EE

26832 cost H-H

96,624.27 clear

Purchase

Price

1713 @ 18.7%

Taxable

HH - 3000 PMA

Int. Taxable = 21.60
2840

385.53
694.56
1080.09
42
2160.18

3000
2165
2832

1403 25 cent

~~1500 333 2919~~

~~FOB Kansas City~~

P4949

BRUNSTING000982

PD F 5313
Department of the Treasury
Bureau of the Public Debt
(Revised June 1997)

SAVINGS BOND REDEMPTION CHECK

The enclosed check represents payment for the redemption of series F, G, H, J, K, or HH bonds. If you also requested payment for the redemption of series EE or E bonds or the issue of new bonds, you will receive them separately.

Please direct questions concerning this check to the Bureau of the Public Debt at (304) 480-7999.

*U.S.GPO:1997-418-006/64315

P4950

BRUNSTING000983

**PLEASE READ INSTRUCTIONS BEFORE PREPARING FORM
REQUEST FOR REDEMPTION OF U.S. SAVINGS BONDS, NOTES, RETIREMENT PLAN &
INDIVIDUAL RETIREMENT BONDS**

INSTRUCTIONS

1. Complete separate requests for Series E/EE, H/HH, and I bonds.
2. All bonds must be signed by the payee and the signature must be certified by a bank official, authorized bank individual or notary on the back of the bond.
3. When bonds are being submitted to the Federal Reserve Bank for redemption, we become the paying agent. Therefore, your paying agent stamp is not needed on the front of the bond and the 1099-INT will be issued by the Bureau of Public Debt at the end of the year.
4. Series H/HH bonds will suffer a loss of interest if presented for payment in any month other than the month that interest is paid. Be sure to check the appropriate box below to clarify the payee's intentions for payment.
5. Series EE bonds issued after May 1, 1997, and I bonds are subject to a loss of the three most recent months' interest when redeemed within the first five years.

If you have any questions, please do not hesitate to call the Savings Bond Customer Service Unit between the hours of 8:00 a.m. and 6:00 p.m. CDT.

Submit completed form to:

Kansas City Area 881-2919
Long Distance Calls (800) 333-2919

Federal Reserve Bank of Kansas City
Savings Bond Department
P.O. Box 419440
Kansas City, Missouri 64141-6440

Series of Bonds	Number of Bonds	Total Face Value	Payee's Social Security or Tax I.D. Number	Date
Payee's Name				
Payee's Street Address				
City, State, Zip Code				
Name of Contact and Telephone Number for Questions Regarding Request				
Method of Payment <input type="checkbox"/> Check, mail payment to: (If other than payee's address as indicated above). <input type="checkbox"/> Credit financial institution's reserve account or correspondent's reserve account as designated on Federal Reserve Bank records. (This is not an ACH deposit.)			Inscription on Savings Bond(s) (Name(s) and address on face of bond)	
Name of Submitting Financial Institution			Evidence <input type="checkbox"/> Return Evidence (i.e., death certificate, court papers, or other documentation) <input type="checkbox"/> Evidence previously submitted to your processing site. _____ Date	
9-Digit ABA Number		4-Digit Branch Number		
Complete this section for Series H or HH savings bonds only. <input type="checkbox"/> Hold bonds until after interest is paid next month. NOTE: Requests can only be held for a maximum of 30 business days prior to the next interest payment due date.				
Street Address				
City, State, Zip Code				
Pay Bonds in month of _____ <input type="checkbox"/> Redeem bonds immediately regardless of interest payment due date and forfeit next interest payment. NOTE: No payment of bonds will be made during the last five business days of the month prior to the month that interest is due.				

FOR FEDERAL RESERVE BANK USE ONLY - DO NOT WRITE BELOW THIS LINE

Evidence Notations <table border="1" style="width: 100%; margin-left: auto; margin-right: auto;"> <tr><td style="width: 100%;">Examiner</td></tr> <tr><td>Date Received _____</td></tr> <tr><td>Out Date _____</td></tr> <tr><td>Initials _____</td></tr> <tr><td>Date Examined _____</td></tr> </table>	Examiner	Date Received _____	Out Date _____	Initials _____	Date Examined _____	Processing Notations <table style="width: 100%;"> <tr> <td style="width: 50%;">TRAN _____</td> <td style="width: 50%;">PRI _____</td> </tr> <tr> <td>1st Pass _____</td> <td>Total CRV _____</td> </tr> <tr> <td>2nd Pass _____</td> <td></td> </tr> <tr> <td>Arb _____</td> <td>Unbal _____</td> </tr> <tr> <td>Res _____</td> <td>Bal _____</td> </tr> </table>	TRAN _____	PRI _____	1st Pass _____	Total CRV _____	2nd Pass _____		Arb _____	Unbal _____	Res _____	Bal _____
Examiner																
Date Received _____																
Out Date _____																
Initials _____																
Date Examined _____																
TRAN _____	PRI _____															
1st Pass _____	Total CRV _____															
2nd Pass _____																
Arb _____	Unbal _____															
Res _____	Bal _____															

**PLEASE READ INSTRUCTIONS BEFORE PREPARING FORM
REQUEST FOR REDEMPTION OF U.S. SAVINGS BONDS, NOTES, RETIREMENT PLAN &
INDIVIDUAL RETIREMENT BONDS**

INSTRUCTIONS

1. Complete separate requests for Series E/EE, H/HH, and I bonds.
2. All bonds must be signed by the payee and the signature must be certified by a bank official, authorized bank individual or notary on the back of the bond.
3. When bonds are being submitted to the Federal Reserve Bank for redemption, we become the paying agent. Therefore, your paying agent stamp is not needed on the front of the bond and the 1099-INT will be issued by the Bureau of Public Debt at the end of the year.
4. Series H/HH bonds will suffer a loss of interest if presented for payment in any month other than the month that interest is paid. Be sure to check the appropriate box below to clarify the payee's intentions for payment.
5. Series EE bonds issued after May 1, 1997, and I bonds are subject to a loss of the three most recent months' interest when redeemed within the first five years.

If you have any questions, please do not hesitate to call the Savings Bond Customer Service Unit between the hours of 8:00 a.m. and 6:00 p.m. CDT.

Submit completed form to:

Kansas City Area 881-2919
Long Distance Calls (800) 333-2919

Federal Reserve Bank of Kansas City
Savings Bond Department
P.O. Box 419440
Kansas City, Missouri 64141-6440

Series of Bonds	Number of Bonds	Total Face Value	Payee's Social Security or Tax I.D. Number	Date
Payee's Name				
Payee's Street Address				
City, State, Zip Code				
Name of Contact and Telephone Number for Questions Regarding Request				
Method of Payment <input type="checkbox"/> Check, mail payment to: (If other than payee's address as indicated above). <input type="checkbox"/> Credit financial institution's reserve account or correspondent's reserve account as designated on Federal Reserve Bank records. (This is not an ACH deposit.)			Inscription on Savings Bond(s) (Name(s) and address on face of bond)	
Name of Submitting Financial Institution			Evidence <input type="checkbox"/> Return Evidence (i.e., death certificate, court papers, or other documentation) <input type="checkbox"/> Evidence previously submitted to your processing site. _____ Date	
9-Digit ABA Number		4-Digit Branch Number		
Complete this section for Series H or HH savings bonds only. <input type="checkbox"/> Hold bonds until after interest is paid next month. NOTE: Requests can only be held for a maximum of 30 business days prior to the next interest payment due date.				
Street Address				
City, State, Zip Code				
Pay Bonds in month of _____ <input type="checkbox"/> Redeem bonds immediately regardless of interest payment due date and forfeit next interest payment. NOTE: No payment of bonds will be made during the last five business days of the month prior to the month that interest is due.				

FOR FEDERAL RESERVE BANK USE ONLY - DO NOT WRITE BELOW THIS LINE

Evidence Notations <table border="1" style="width: 100%; margin-left: auto; margin-right: auto;"> <tr><td>Examiner</td></tr> <tr><td>Date Received _____</td></tr> <tr><td>Out Date _____</td></tr> <tr><td>Initials _____</td></tr> <tr><td>Date Examined _____</td></tr> </table>	Examiner	Date Received _____	Out Date _____	Initials _____	Date Examined _____	Processing Notations <table style="width: 100%;"> <tr> <td>TRAN _____</td> <td>PRI _____</td> </tr> <tr> <td>1st Pass _____</td> <td>Total CRV _____</td> </tr> <tr> <td>2nd Pass _____</td> <td></td> </tr> <tr> <td>Arb _____</td> <td>Unbal _____</td> </tr> <tr> <td>Res _____</td> <td>Bal _____</td> </tr> </table>	TRAN _____	PRI _____	1st Pass _____	Total CRV _____	2nd Pass _____		Arb _____	Unbal _____	Res _____	Bal _____
Examiner																
Date Received _____																
Out Date _____																
Initials _____																
Date Examined _____																
TRAN _____	PRI _____															
1st Pass _____	Total CRV _____															
2nd Pass _____																
Arb _____	Unbal _____															
Res _____	Bal _____															

SD 89 (Rev. 4-96)

Dear Savings Bond Customer *AW*

Enclosed are the Savings Bond forms you requested. If you are sending a transaction to our office for processing, please be sure to include the completed form and any necessary legal documents. If enclosing savings bonds, please record serial numbers prior to mailing.

Federal Reserve Bank - K.C.
PO Box 419440
Kansas City, MO 64141-6440



E. Brunsting
13630 Pine Rock
Houston TX 77079

Attention: _____

ABA No. _____

Daytime Phone # *713 464-4391*

Over

Form #	Quantity
PD 345	
PD 385-1	
PD 1048	
PD 1050	
PD 1455	
PD 1522	
PD 1849	
PD 1851	
PD 1938	
PD 1980	
PD 1993	
PD 2458	
PD 2488-1	
PD 2517	

Form #	Quantity
PD 2966	
PD 3062	
PD 3253	
PD 3360	
PD 3500	
PD 3501	
PD 3600	
PD 3782	
PD 3900	
PD 4000	
PD 4651	
PD 4652	
PD 5255	
PD 5263	

P4953

BRUNSTING000986

Form #	Quantity
PD 5263-1	
PD 5276	
PD 5336	
Supply Requisition	
SD 3 B	
SD 23	
SD 91	
SD 103	
SD 120	
SD 211	
FA 500	
SD 500	
SD 1340	
SF 1199A	

Form #	Quantity
W8	
W9	
SBD 2059	
SBD 2084	
SBD [REDACTED]	
SBD 2113	
SBD 2118	
SBD 2139	
SBD 2162	
CIRC 1-80	
CIRC 2-80	
CIRC 3-80	
CIRC 4-67	
CIRC 530	

Form #	Quantity
CIRC 750	
Red. Table E/SN	
Red. Table EE	
Guaranteed Rate	1
IR Packet	
PD News	
Interim Rate	
Table of Interest Dates	
The Book	
Form 1001	
Other	

Bonds to Cash in

X 507

March 1968	100 C 2116581320 E	722.100
	50 L 2225131584 E	
March 1969	100 C 21165811324 E	
July 1970	100 L 2225131869 E	
	<u>50 C 2116581284 E</u>	
	400 X ~ 2027	

Cashed 9/23/97

0.00 *

0.00 *

0.00 *

68

2,496.00 +

2,496.00 *

120.00 +

120.00 +

120.00 +

240.00 +

240.00 +

69

240.00 +

240.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

5,160.00 *

120.00 +

2,400.00 +

70

4,800.00 +

7,320.00 *

2,500.00 +

5,100.00 +

7,300.00 +

14,900.00 *

+ must 991
or clear out
19 & what is
about 7 lbs

P4956



Customer
Receipt

Checking Deposit Savings Deposit Line of Credit Consumer Loan Commercial Loan Visa/MasterCard
 Federal Tax Deposit Safe Deposit Box Other (specify) _____

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Member FDIC

Home State of Account _____

Talitha Johnson

TOTAL

8519001143#

008 159 948 70601#0130 \$23054.12 0

95-14-1960B 6-2000

P4957

BRUNSTING000990



U.S. Savings Bond E/EE
Interest Income

Interest Income to be Reported to the Internal Revenue Service (Form must be typed or printed legibly)

Customer Information (Customer Mailing Address for 1099 Statement)

Customer Name (Name of party receiving funds) Elmer H. Brunsting	Tax ID (TIN) 282-32-8905
Street Address/Apt. Number 13630 Pinerock	City/State/Zip Code Houston, TX, 77079

I certify that the TIN shown on this form is my correct Taxpayer Identification Number for reporting to the IRS.

Customer Signature: *Elmer H. Brunsting* Date: 07-06-01

Associate Information

Prepared By M. Sarrami	Teller Number 008	Telephone Number (713) 365-3220
Bank Number/Cost Center 159/8519	Banking Center Name/ Number Town & Country / 159	

Transaction Information (Complete all applicable fields)

Type of Bonds (Check applicable type) <input checked="" type="checkbox"/> Series E <input type="checkbox"/> Series EE	Redemption Date 07-06-01	Number of Bonds 11
Purchase Price (A) \$ 825.00	Interest Amount paid (B) (Amount reported to the IRS as Interest Income) \$ 4229.12	Total Amount Paid (C) (A + B = C) \$ 5054.12 ✓
Deposit to Account Number 008519001143	Total Deposit Amount \$ 5054.12	
Cash Ticket Number @27% 9141.26	Cashier's Check Number 18000	

TEFRA Use Only

Entered By	Date 027%	Delete 23054.12	Date
Verified By	Date	Re-entered	Date

00-14-2944B 4-1999

White - TEFRA Canary - Customer Pink - File

P4958

BRUNSTING000991

BOND INFORMATION

PRESS PRINT KEY FOR COPY OF SCREEN

REDEMPTION YYY/MO	2001/07	SERIES:	1 - E BONDS	3 - SAVINGS NOTES	2 - EE BONDS	4 - I BONDS	TOTALS	
# OF BONDS	SERIES #, 2, 3, 4	FACE VALUE	ISSUE YYYY/MO	PER BOND	REDEMP. VAL	INT EARNED	REDEMP. VAL	INT EARNED
1	1	100	1974/01		465.48	390.48	465.48	390.48
1	1	100	1974/02		456.36	381.36	456.36	381.36
2	1	100	1974/03		456.36	381.36	912.72	762.72
2	1	100	1974/04		456.36	381.36	912.72	762.72
2	1	100	1974/05		460.72	385.72	921.44	771.44
2	1	100	1974/06		461.80	386.80	923.60	773.60
1	1	100	1974/07		461.80	386.80	461.80	386.80

PAGE TOTAL

5054.12

4229.12

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

Bonds sold 1997

7/3, 8/3 and 9/23 Investment 1237.50
 Earned Interest 7041
 Redemption 8328

all funds & checking acct not to be paid

Tax due 7041 x .28 = 1971.48

12/2/97 - Investment = 5990

Earned Int 28,321

Redemption 34311

Tax due = 28,321 x .28 = 7930

Funds after tax

Invest Refund	5990
Earn 28,321 x .28	<u>28,321</u>
Funds available	34,311
for Mut Funds	<u>25,000</u>
to Tomer	9,311

2,592 - 1971
 or 7930
 9901

9,901
<u>24,410</u>
25,000

for 25,000

Short

590
<u>464</u>

9901
<u>9437</u>
464

Modifications

In order to insure the success of the project, all exceptions and modifications to these obligations are to be negotiated with the Executive Director of Houston Habitat for Humanity, Inc.

The purpose of this document is not to create a legally binding agreement, but rather to set forth the expectations of each party so as to aid in creating a satisfying experience for Sponsoring Organization and Houston Habitat for Humanity.

The Board and Staff of Houston Habitat for Humanity look forward to working with in this exciting adventure.

HOUSTON HABITAT FOR HUMANITY

SPONSORING ORGANIZATION

Contributory Retirement Plan and
Savings-Stock Bonus Plan of
Gulf Oil Corporation

EMPLOYEE NO. 114162
LOCATION NO. 800
SOCIAL SECURITY NO. 282-32-8905

AUTHORIZATION FOR SETTLEMENT

In accordance with the provisions of the Contributory Retirement Plan and/or the Savings-Stock Bonus Plan, the settlement shown below is authorized to be made for the account of **E. H. BRUNSTING** by reason of
REQUEST **12/31/73**

None of this settlement is taxable

Part of this settlement is taxable (see attachment)

	DESCRIPTION	COST OF BONDS AND/OR STOCK	CASH PAYMENT	TOTAL FUND SETTLEMENT
CRP (Cash)	PAYMENT FROM MEMBER'S ACCOUNT: CONTRIBUTIONS INTEREST ACCUMULATED CONTRIBUTIONS PAYMENT UNDER SECTION 4F-1 OF THE PLAN			
	TOTAL SETTLEMENT UNDER CRP			
SAVINGS FUND(S) (U.S. Savings Bond(s) Series E and/or Cash)	TERM NO. 1972 24 BOND(S) 84 UNIT(S)	1,575.00	3.42	1,578.42
	TERM NO. 1973 24 BOND(S) 90 UNIT(S)	1,687.50	11.70	1,699.20
	TERM NO. BOND(S) UNIT(S)			
	TOTAL SETTLEMENT UNDER SAVINGS FUND(S) 48 BOND(S) 174 UNIT(S)	3,262.50	15.12	3,277.62
STOCK BONUS FUND(S) (Capital Stock of Gulf Oil Corporation and/or Cash)	TERM NO. SHARE(S) @			
	TERM NO. SHARE(S) @			
	TERM NO. SHARE(S) @			
	TOTAL SETTLEMENT UNDER STOCK BONUS FUND(S) SHARE(S)			
TOTAL SETTLEMENT UNDER ALL FUND(S)		3,262.50	15.12	3,277.62

NO. OF SHARES	IN NAME OF		AMOUNT

DATE	CHECK NUMBER(S)	IN NAME OF	AMOUNT
3/08/74	044993	E. H. BRUNSTING	\$15.12

**RETIREMENT PLAN COMMITTEE
SAVINGS PLAN COMMITTEE**

Date **MARCH 8, 1974**

By

James W. Chappel
SECRETARY

P4962

Bank of America
embracing ingenuity



USA
Official Sponsor of the 2004 Olympic Teams

Official Sponsor of the 2004 Olympic Teams

**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com

6230515416

95-14-2005B 06-2002

P4963

BRUNSTING000996

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1972	800	114162	E. H. BRUNSTING	24	84

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4964

BRUNSTING000997

WAIVER OF LIABILITY
(18 and over)

To be read and signed by all persons intending to do volunteer work for
Houston Habitat for Humanity.

I understand that my (or my dependent(s)) work as a volunteer on or about a Habitat
construction site or project will expose me (or my dependent(s)) to various risks of injury or
illness. I understand and assume these risks, and agree not to hold Houston Habitat for
Humanity, its agents, employees or volunteers liable for such injury or illness.

Chapelwood United Methodist Church Group Volunteer

Shelly Montgomery Date 17 Sept 1994
(Signature)

P4965

BRUNSTING000998

1800-333 2919

all 30 yrs.

Series E 1973 Jan - Dec
 1974 Jan Dec
 1975
 1976
 1977
 1978 Jan only

Series BA 1981
 1982
 1983 Jan - July

minimum 19

HN - Oct 1982 were 6? snow? 6 mo.

Nov. 1984

1st. Bus Day ~~after~~ month - ~~preparation~~

Fed Res Pbk
 KC

Oct - Int Capital
 you not 4 weeks
 after 10 yrs
 1994.

**Follow-up Notice
Matured HH/H Savings Bonds**

The Bureau of the Public Debt previously notified you that your series HH/H United States savings bonds were about to mature. Our records show that the matured bonds on the reverse side of this notice are registered in your name **and no longer earn interest.**

Please redeem these bonds as soon as possible. Sign the "request for payment" on the back of each bond in the presence of an authorized certifying officer at a financial institution, and send the bonds to one of the Federal Reserve Banks listed on this notice (select the one nearest you).

If the bonds described on the reverse side of this notice have been lost, please write to the Bureau of the Public Debt, PO Box 2186, Parkersburg, West Virginia 26106-2186. We'll send you a form to file a claim.

If you've recently redeemed the bonds, please ignore this notice.

Federal Reserve Banks that Process Redemption Requests

FRB Pittsburgh
PO Box 299
Pittsburgh, PA 15230-0299

FRB Richmond
PO Box 85053
Richmond, VA 23285-5053

FRB Minneapolis
Savings Bond Services
PO Box 214
Minneapolis, MN 55480-0214

876 881 200
FRB Kansas City
PO Box 419440
Kansas City, MO 64141-6440

NO
FRB New York
Savings Bond Examinations Div.
PO Box 961
Buffalo, NY 14240-0961

(612) 204 5066
52 03

P4967

BRUNSTING001000

ISSUE DATE	DENOMINATION	SERIAL NUMBER	
		<u>9 41255-7138</u>	<i>2 year #</i>

ISSUE DATE	DENOMINATION	SERIAL NUMBER	
		<u>10 01 500 10 01 295 7001</u>	<i>2 year #</i>

*deferred interest
385.53
10/1982 20 years*

U.S. DEPARTMENT OF THE TREASURY
 BUREAU OF PUBLIC DEBT
 10-10-71
 10-10-71

PLEASE SEE REVERSE SIDE OF THIS PAGE FOR AN IMPORTANT NOTICE ABOUT YOUR MATURED SERIES HH/H UNITED STATES SAVINGS BONDS



Customer
Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

*also 9/03
6/26/02
total
what is
interest?*

Tran 00029 04/03/2002 13:26
Entity NTX CC 0008519 Tlr 00006
Account 008519001143
R/TH 540740134
Deposit \$6,464.36
N KTT

95-14-2005B 4-1999

P4969

BRUNSTING001002

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
4	E	200.00	1974 / 10 ✓	942.08	792.08
5	E	25.00	1974 / 10 ✓	117.76	99.01
6	E	100.00	1974 / 09 ✓	471.04	396.04
7	E	100.00	1974 / 09 ✓	471.04	396.04
8	E	25.00	1974 / 09 ✓	117.76	99.01
9	E	100.00	1974 / 08 ✓	471.04	396.04
10	E	100.00	1974 / 08 ✓	471.04	396.04
11	E	25.00	1974 / 08 ✓	117.76	99.01
12	E	100.00	1974 / 07 ✓	471.04	396.04
13	E	25.00	1974 / 07 ✓	117.76	99.01
14	E	75.00	1974 / 02 ✓	356.10	299.85
15	E	75.00	1974 / 01 ✓	356.10	299.85

Sub/Totals

Pre-January 1990 Issue Dates	6464.36	5433.11
January 1990 and Later Issue Dates		
Total	6464.36	5433.11

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-E = End Customer
 ALT-N = More Transactions

AM

MCR-2

Release Version: V21M22F

13:19

04/03/2002

800 299 2265

0 + 0 + 0

P4970

BRUNSTING001003



Official Sponsor 2002, 2004 U.S. Olympic Teams

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

9/3/02
Serlio/E.

Tran 00239 09/03/2002 10:06
Entity NTX CC 0008519 Tr 00006
Account 008519001143
R/Tr# 540740134
Deposit \$6,865.65
N DRL TX *****

~~*[Signature]*~~

[Signature]

[Signature]

95-14-2005B 10-2001

Bank #: 54074010 Acct #: 00008519001143 Check #:

Amount: \$6865.65
Account: 00008519001143
Bank Number: 54074010
CD Volume #:
Check Number:

DEPOSIT TICKET

ELMER H. BRUNSTING 09/06
NELVA E. BRUNSTING
13630 PINEHOCK
HOUSTON, TX 77079

BRUNSTING 6865.65

DATE DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

TOTAL DEPOSIT
SUBTOTAL
LESS CASH

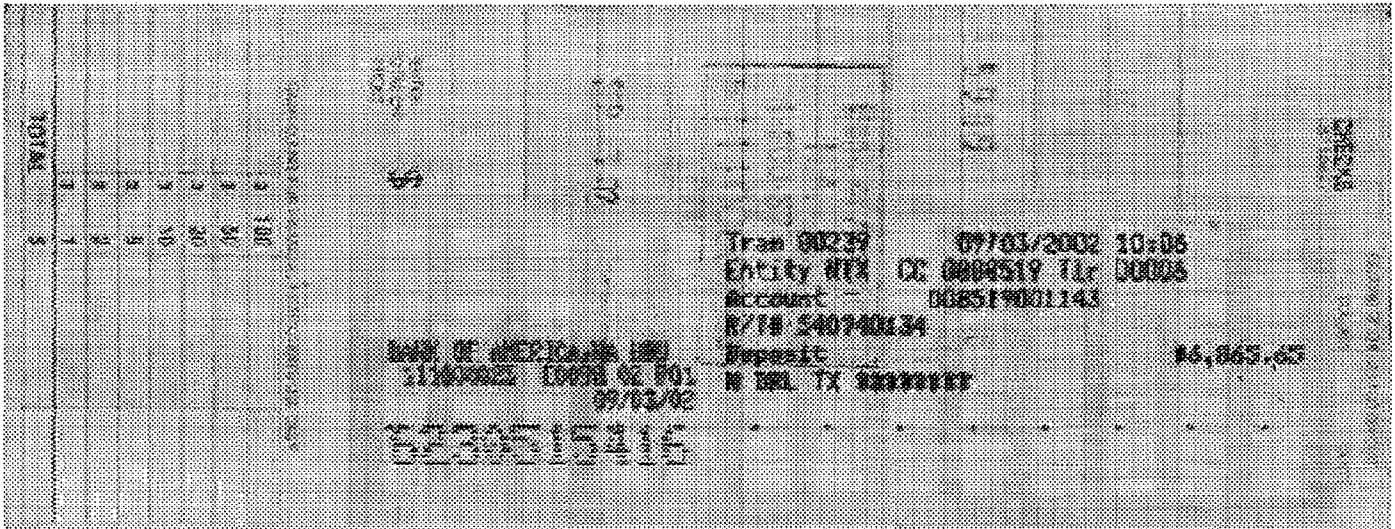
Bank of America



ACH NLT 111000025

NET DEPOSIT \$ 6865.65

⑆54074010⑆00008519001143⑆ ⑆1⑆0000588565⑆



P4973

BRUNSTING001006

Bank #: 00009000 Acct #: 06510214370761 Check #:

Amount: \$953.28
Account: 06510214370761
Bank Number: 00009000
CD Volume #:
Check Number:

SERIES E THE UNITED STATES OF AMERICA FEDERAL RESERVE NOTE

282 32 8905 01 1975

ELMER H BRUNSTING OR NELVA E
BRUNSTING TR U/A DTD 10-10-96
13630 PINEROCK HOUSTON TX 77079-5914

FRB KCTY 11-08-96 2

RI 963110020 002 001 0214370761

R214370761E

000090007:65 10214370761 0000095328

MEMORANDUM FOR THE RECORD

DATE: 10/10/96

TO: [illegible]

FROM: [illegible]

SUBJECT: [illegible]

RE: [illegible]

APPROVED: [Signature]

DATE: 10/10/96

6239515417

P4974

BRUNSTING001007

Bank #: 00009000 Acct #: 06590214370760 Check #:

Amount: \$953.28
Account: 06590214370760
Bank Number: 00009000
CD Volume #:
Check Number:

SERIES E THE UNITED STATES OF AMERICA TWO HUNDRED DOLLARS


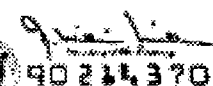
282 32 8905 02 1975

ELMER H BRUNSTING OR NELVA E
BRUNSTING TR U/A DTD 10-10-96
13630 PINEROCK HOUSTON TX 77079-5914

FRB KCTV 11-08-96 2

RI 963110020 002 001 0214370760

82560000 90214370760 0000095328

TRAN 00238 09/01/2002 10:03
Entry NIX DE BRUNSTING TR U/A
Board Interest
Redemption Value
\$953.28
\$953.28

BANK OF AMERICA, N.A.
13630 PINEROCK
HOUSTON TX 77079

6230515419

13630 Pinerock
Houston TX 77079

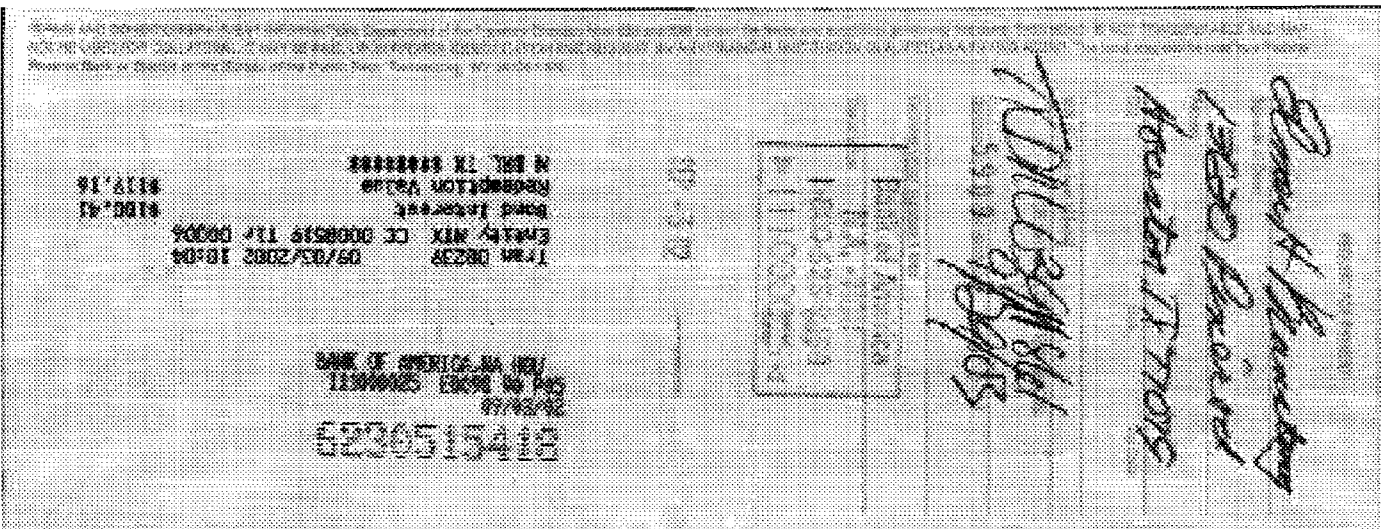
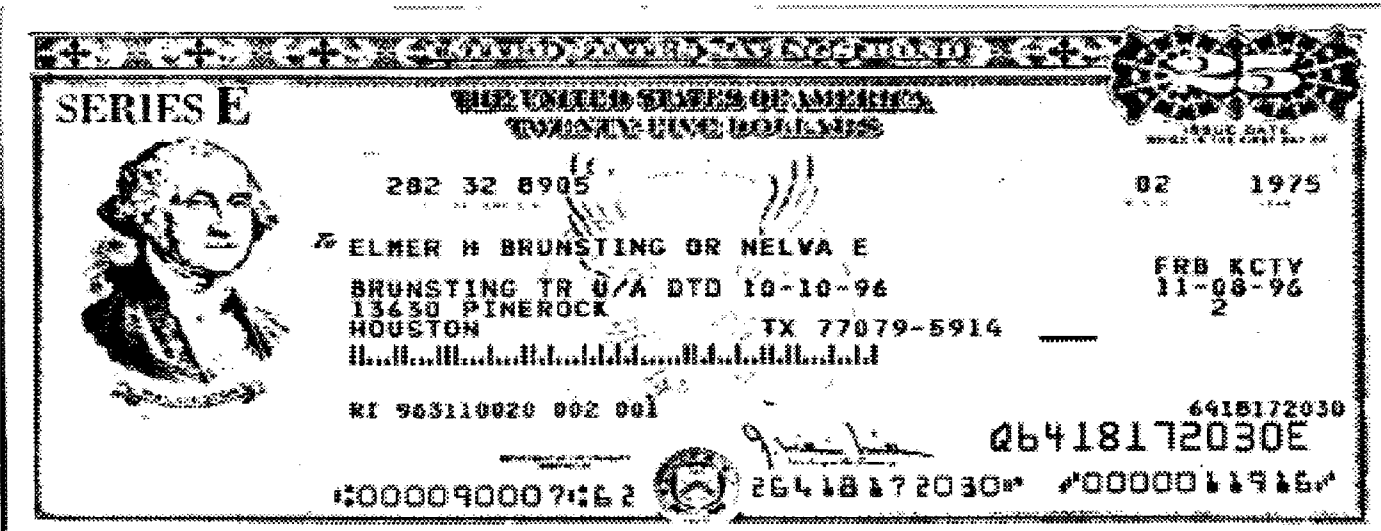
ELMER H BRUNSTING

P4975

BRUNSTING001008

Bank #: 00009000 Acct #: 06226418172030 Check #:

Amount: \$119.16
Account: 06226418172030
Bank Number: 00009000
CD Volume #:
Check Number:



P4976

Bank #: 00009000 Acct #: 06580214370759 Check #:

Amount: \$953.28
Account: 06580214370759
Bank Number: 00009000
CD Volume #:
Check Number:

SERIES E THE UNITED STATES OF AMERICA
THREE HUNDRED DOLLARS

282 32 8905 03 1975

ELMER H BRUNSTING OR HELVA E
BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK HOUSTON TX 77079-5914

FRE KCTY 11-08-96

RI 943110020 002 001 0214370759
R214370759E

000090007065 80214370759 0000095328

17 APR 1997 10:43 AM
ELMER H BRUNSTING OR HELVA E
BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK HOUSTON TX 77079-5914

953.28

BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK HOUSTON TX 77079-5914

BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK HOUSTON TX 77079-5914

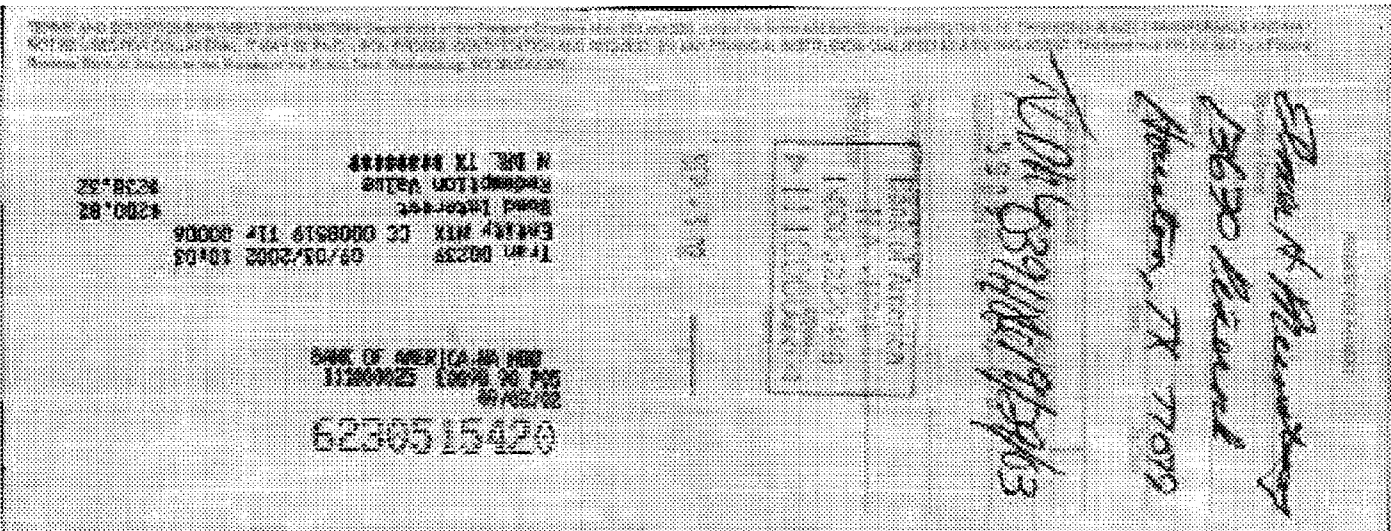
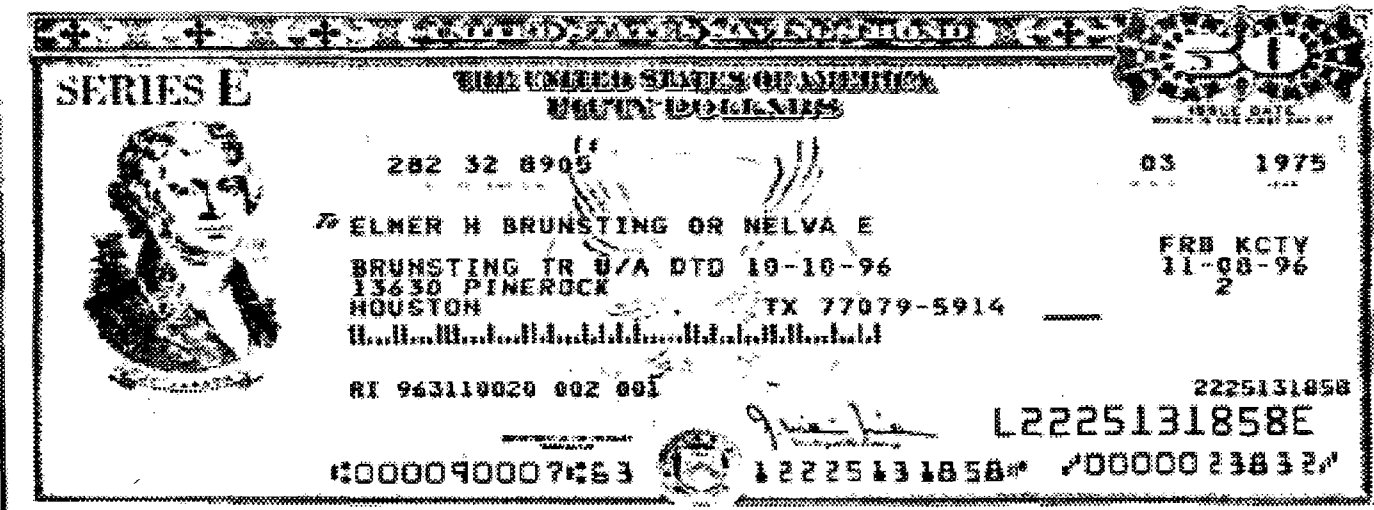
BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK HOUSTON TX 77079-5914

P4977

BRUNSTING001010

Bank #: 00009000 Acct #: 06312225131858 Check #:

Amount: \$238.32
Account: 06312225131858
Bank Number: 00009000
CD Volume #:
Check Number:



P4978

BRUNSTING001011

Bank #: 00009000 Acct #: 06322225131859 Check #:

Amount: \$233.66
Account: 06322225131859
Bank Number: 00009000
CD Volume #:
Check Number:

SERIES E **THE UNITED STATES OF AMERICA**
TREASURY DEPARTMENT **FEDERAL RESERVE NOTE**

262 32 8905 **04 1975**

ELMER H BRUNSTING OR HELVA E
BRUNSTING TR U/A DTD 10-10-96
13630 PINEROCK
HOUSTON TX 77079-5914

FRB KCTY
11-08-96

RI 983118920 002 001 **2225131859**
12225131859E

000090000000 **06322225131859**

RECEIVED BY THE BANK OF AMERICA NATIONAL ASSOCIATION
 11/10/96 11:00 AM

ELMER H BRUNSTING
 13630 PINEROCK
 HOUSTON TX 77079

6236515432

BRUNSTING TR U/A DTD 10-10-96

13630 PINEROCK
 HOUSTON TX 77079

P4979

BRUNSTING001012

Bank #: 00009000 Acct #: 06570214370758 Check #:

Amount: \$934.64
Account: 06570214370758
Bank Number: 00009000
CD Volume #:
Check Number:

SERIES E **THE UNITED STATES OF AMERICA** **TWO HUNDRED DOLLARS**

282 32 8905 04 1975

ELMER H BRUNSTING OR NELVA E
BRUNSTING TR U/A DTD 10-10-96
13638 PINEROCK
HOUSTON TX 77079-5914

FRB KCTV
11-08-96
2

RI 963110029 002 001 0214370758

0000900070758 70214370758 0000093464

TRANSACTION INFORMATION

TRF 00239 09/03/2002 10:03
EMTY TR CC 0000017 TR 00000
DOLL INTEREST
REDUCTION VALUE
N DL TR 00000000
\$934.64

STATE OF MICHIGAN
11000028 00000 70758
09/03/02
6236515423

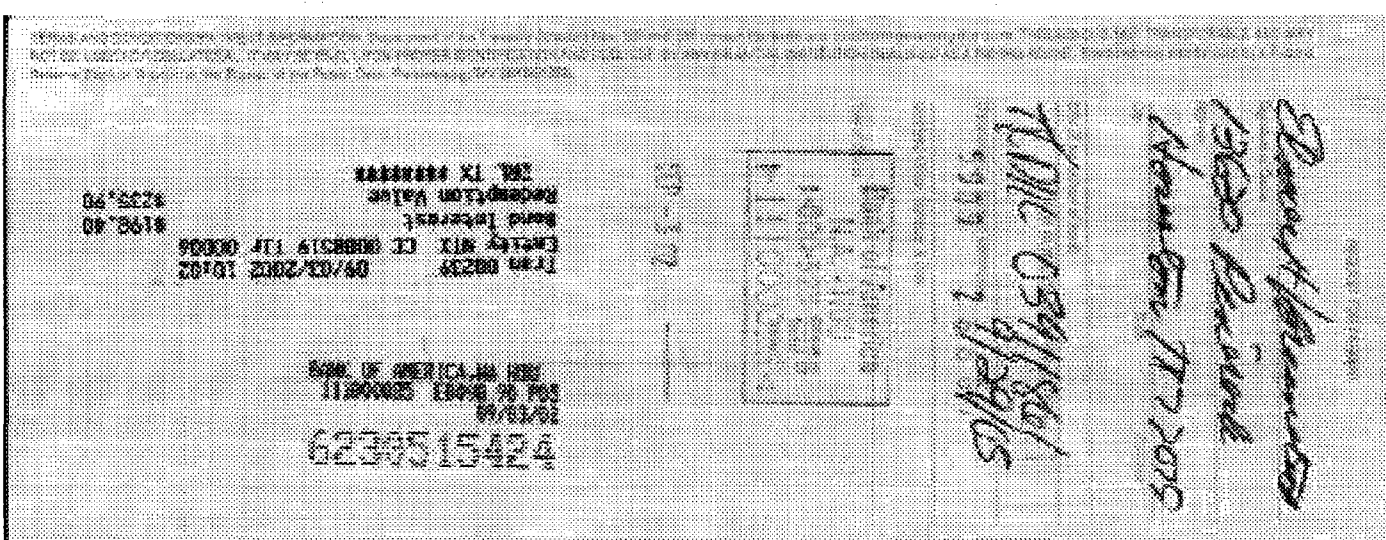
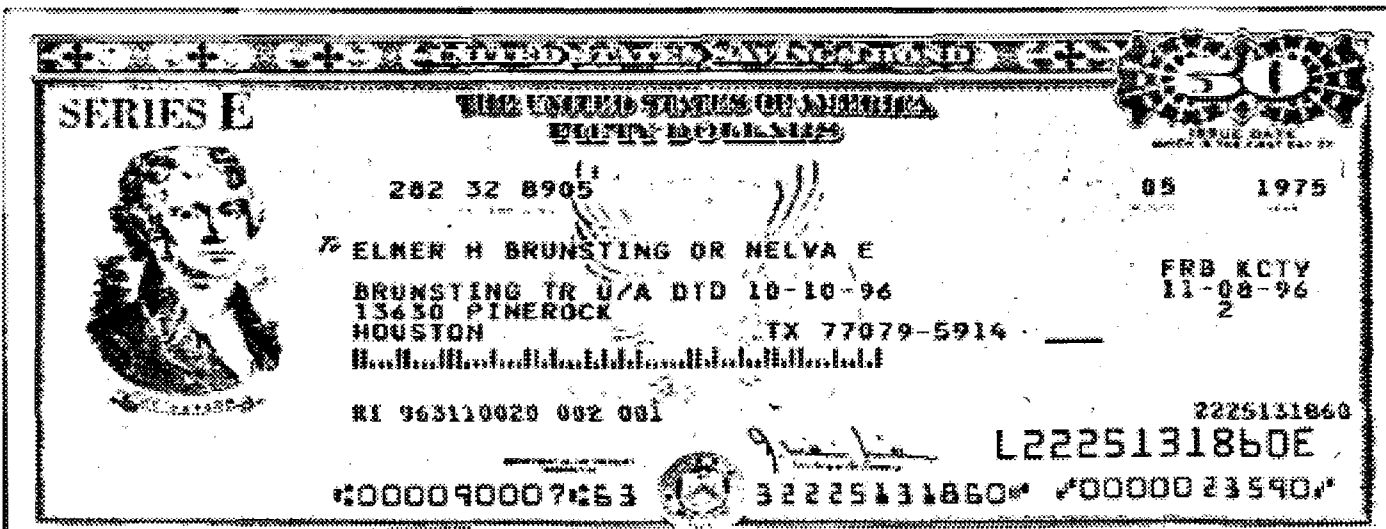
ELMER H BRUNSTING
13638 PINEROCK
HOUSTON TX 77079

P4980

BRUNSTING001013

Bank #: 00009000 Acct #: 06332225131860 Check #:

Amount: \$235.90
Account: 06332225131860
Bank Number: 00009000
CD Volume #:
Check Number:



P4981

BRUNSTING001014

Bank #: 00009000 Acct #: 06550214370756 Check #:

Amount: \$945.84
Account: 06550214370756
Bank Number: 00009000
CD Volume #:
Check Number:

SERIES E **THE UNITED STATES OF AMERICA** **TWO HUNDRED DOLLARS** **200**

202 32 8905 06 1975

ELNER H BRUNSTING OR NELVA E

BRUNSTING TR U/A DTD 10-10-96
13650 PINEROCK
HOUSTON TX 77079-5914

FRB KCTY
11-08-96
2

RI 963110020 802 001 0214370756

R214370756E

⑆000090007426⑆ ⑆0214370756⑆ ⑆0000094584⑆

10/13/96 10:02 AM
FEDERAL RESERVE BANK OF KANSAS CITY
KANSAS CITY, MO 64108

ELNER H BRUNSTING
13650 PINEROCK
HOUSTON TX 77079

⑆0214370756⑆

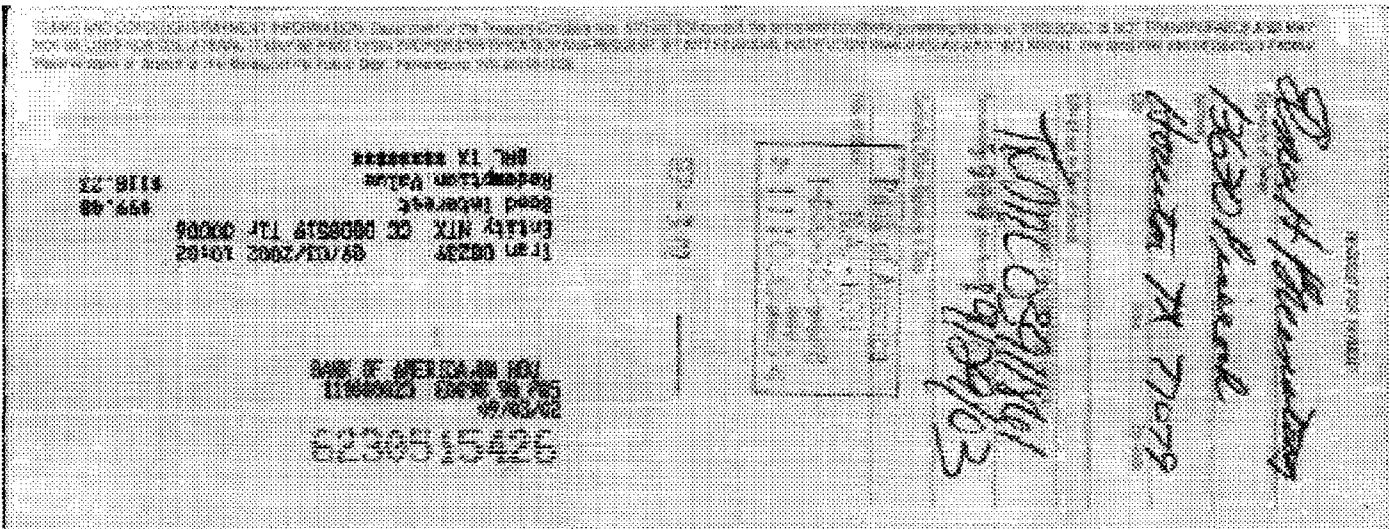
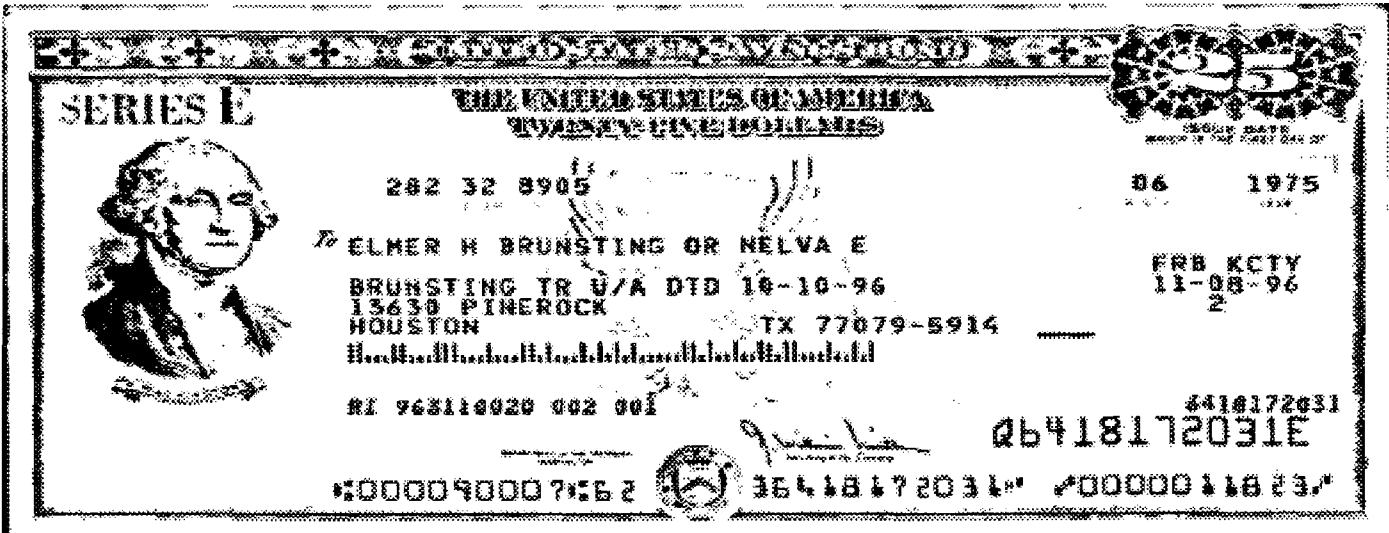
⑆0000094584⑆

P4983

BRUNSTING001016

Bank #: 00009000 Acct #: 06236418172031 Check #:

Amount: \$118.23
Account: 06236418172031
Bank Number: 00009000
CD Volume #:
Check Number:



P4984

BRUNSTING001017

The Gulf Companies

LAW DEPARTMENT

Robert F. Ochs
COUNSEL

P. O. Box 3725
Houston, TX 77253

2 HOUSTON CENTER
909 FANNIN STREET

P4985

BRUNSTING001018

IRA - P 11 - Primary Spouse
Secondary to Trust

709 - ~~Bank~~ - fill form 709
Rpt Tax return - claiming each of kids
getting part of premium - to claim
operation ~~of~~ shipping tax & computer

So deposit to Trust.

Stock - check of kids on this

Car - Survival ship - ownership

SAVINGS - STOCK BONUS PLAN OF
GULF OIL CORPORATION

EMPLOYEE NO: 114162
LOCATION NO: 150
SOC SEC NO: 282-32-8905

AUTHORIZATION FOR SETTLEMENT

IN ACCORDANCE WITH THE PROVISIONS OF THE SAVINGS-STOCK BONUS PLAN,
THE SETTLEMENT SHOWN BELOW IS AUTHORIZED TO BE MADE FOR THE ACCOUNT OF
E.H. BRUNSTING BY REASON OF REQUEST 12/31/80

NONE OF THIS SETTLEMENT IS TAXABLE.

SAVINGS FUNDS:	COST OF SECURITIES	CASH PAYMENT	TOTAL FUND SETTLEMENT
1980 TERM- 28 BONDS 176 UNITS	2,693.75	11.65	2,705.40

STOCK BONUS FUNDS:

LONG TERM- SHARES @ \$.000

LONG TERM SAVINGS FUNDS:

OPTION 1- SHARES @ \$.000

OPTION 2

TOTAL SETTLEMENT UNDER ALL FUNDS:
28 BONDS SHARES 2,693.75 11.65 2,705.40

CHECK DATE 03/19/81, NUMBER 167786, PAYEE E. H. BRUNSTING

BENEFITS COMMITTEE

DATE MARCH 19, 1981

BY PHILIP E. LININER

SECRETARY

P4987

BRUNSTING001020

BOND INFORMATION

PRESS PRINT KEY FOR COPY OF SCREEN

REDEMPTION YYYY/MO	2001/05	SERIES: 1 - E BONDS	3 - SAVINGS NOTES				
# OF BONDS	SERIES 1,2,3,4	FACE VALUE	ISSUE YYYY/MO	PER BOND REDEMP. VAL	BOND INT EARNED	TOTALS REDEMP. VAL	TOTALS INT EARNED
1	1	100	1974/01	456.36	381.36	456.36	381.36

1/2% mo-

2001
1974
27 x 12 = 324

$$\frac{456.36}{25} = 6.0848$$

$$\frac{381.36}{75} = 5.0848$$

PAGE TOTAL

456.36

381.36

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

1974 Bonds

16	100	1600
3	200	600
2	25	150
5	25	125
		<u>2475</u>

FACE VALUE

REDEMP. $\frac{456.36}{100} \times 2475 = 11,294.91$

INT. EARNED $\frac{381.36}{100} \times 2475 = 9,438.66$

1856.25

INVESTMENT = $2475 \times .75 = 1856.25$

Tax on interest = $9,438.66 \times .28 =$

2642.82 INT

$11,294.91 = 76.60\%$
of Total

$2,642.82$

8,652.09

net -

$\frac{20,000}{8,652.09} = 2.30\%$

MEMORIAL HOSPITAL

P4988

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	E	75.00	1976 / 01	358.98	302.73
2	E	75.00	1976 / 02	358.98	302.73
3	E	75.00	1976 / 03	358.98	302.73
4	E	75.00	1976 / 04	358.98	302.73
5	E	75.00	1976 / 05	362.40	306.15
6	E	75.00	1976 / 06	363.21	306.96
7	E	75.00	1976 / 07	356.01	299.76
8	E	75.00	1976 / 09	356.01	299.76

Sub/Totals

Pre-January 1990 Issue Dates	15905.76	13412.01
January 1990 and Later Issue Dates		
Total	15905.76	13412.01

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-H = More Transactions

AM

MICR-2

Release Version: V32H5BND-II

10:30

06/03/2003

P4989

BRUNSTING001022

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
9	E	75.00	1976 / 10	356.01	299.76
10	E	75.00	1976 / 11	359.49	303.24
11	E	75.00	1976 / 12	360.51	304.26
12	E	100.00	1976 / 08	474.68	399.68
13	E	200.00	1976 / 01	957.28	807.28
14	E	200.00	1976 / 02	957.28	807.28
15	E	200.00	1976 / 03	957.28	807.28
16	E	200.00	1976 / 04	957.28	807.28

Sub/Totals

Pre-January 1990 Issue Dates	15905.76	13412.01
January 1990 and Later Issue Dates		
Total	15905.76	13412.01

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-H = More Transactions

AM

MCR-2

Release Version: V32M5BND-N

10:30

06/03/2003

P4990

BRUNSTING001023

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
17	E	200.00	1976 / 05	966.40	816.40
18	E	200.00	1976 / 06	968.56	818.56
19	E	200.00	1976 / 07	949.36	799.36
20	E	200.00	1976 / 08	949.36	799.36
21	E	200.00	1976 / 09	949.36	799.36
22	E	200.00	1976 / 10	949.36	799.36
23	E	200.00	1976 / 11	958.64	808.64
24	E	200.00	1976 / 12	961.36	811.36

Sub/Totals

Pre-January 1990 Issue Dates	15905.76	13412.01
January 1990 and Later Issue Dates		
Total	15905.76	13412.01

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-H = More Transactions

AM

MICR-2

Release Version: V32H5BHD-B

10:30

06/03/2003

P4991

BRUNSTING001024

Bank of America
embracing integrity



Official Sponsor 2002-2004 U.S. Olympic Team

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com

Tran 00031D 04/15/2003 09:31
Entity NTX CC 0008519 TL 00001
Account 008519001143
R/T# 540740134
Deposit \$7,212.24
N WGL

11/3/939 paid - 2002
6.00
1/14/03
tax interest
taxable 6,087
N 2

95-14-2005B-06-2002

P4992

BRUNSTING001025

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
4	E	200.00	1975 / 09	964.80	814.80
5	E	200.00	1975 / 08	964.80	814.80
6	E	200.00	1975 / 07	964.80	814.80
7	E	75.00	1975 / 12	358.95	302.70
8	E	75.00	1975 / 11	358.17	301.92
9	E	50.00	1975 / 10	241.20	203.70
10	E	50.00	1975 / 09	241.20	203.70
11	E	50.00	1975 / 08	241.20	203.70

Sub/Totals

Pre-January 1990 Issue Dates	7212.24	6087.24
January 1990 and Later Issue Dates		
Total	7212.24	6087.24

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version: V32H408T-N

09:28

04/15/2003

P4993

BRUNSTING001026

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	E	200.00	1975 / 12	957.20	807.20
2	E	200.00	1975 / 11	955.12	805.12
3	E	200.00	1975 / 10	964.80	814.80
4	E	200.00	1975 / 09	964.80	814.80
5	E	200.00	1975 / 08	964.80	814.80
6	E	200.00	1975 / 07	964.80	814.80
7	E	75.00	1975 / 12	358.95	302.70
8	E	75.00	1975 / 11	358.17	301.92

Sub/Totals

Pre-January 1990 Issue Dates	7212.24	6087.24
January 1990 and Later Issue Dates		
Total	7212.24	6087.24

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MCR-2

Release Version: V32M408T-N

09:28

04/15/2003

Interest Paid every 6 mos. So turn in
on Anniversary or 6 mos later.

INTEREST RATES FOR SERIES HH
AND H SAVINGS BONDS
(Table good for March 1997 only)

Issue Date	Original Maturity Period	Interest Through Current Maturity Period ¹	Date Next Extended Maturity Period Begins	Life of Bond
SERIES HH				
Mar. 1993-Mar. 1997	10 yrs.	4.0	Mar. 2003-Mar. 2007	20 yrs.
Apr. 1987-Feb. 1993	10 yrs.	6.0	Apr. 1997-Feb. 2003	20 yrs.
Mar. 1983-Mar. 1987	10 yrs.	4.0	²	20 yrs.
Jan. 1980-Feb. 1983	10 yrs.	6.0	²	20 yrs.
SERIES H				
Apr. 1977-Dec. 1979	10 yrs.	6.0	Apr. 1997-Dec. 1999	30 yrs.
Mar. 1973-Mar. 1977	10 yrs.	4.0	²	30 yrs.
Apr. 1967-Feb. 1973	10 yrs.	6.0	²	30 yrs.
Feb. 1957-Mar. 1967			Bonds reached final maturity at 30 yrs.	
June 1952-Jan. 1957	9 yrs, 8mos.		Bonds reached final maturity at 29 yrs, 8mos.	

¹ Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% rate.

² Bonds issued during this period are in their last extended maturity period.

**GUARANTEED MINIMUM RATES FOR SERIES EE
AND E SAVINGS BONDS AND U.S. SAVINGS NOTES
ISSUED BEFORE MAY 1, 1995¹
(Table good for March 1997 only)**

Issue Date	Original Maturity Period	Guaranteed Through Cur- rent Maturity Period ²	Date Next Extended Maturity Period Begins	Life of Bond
SERIES EE				
Mar. 1993-Apr. 1995	18 yrs.	4.0	Mar. 2011-Apr. 2013	30 yrs.
Nov. 1986-Feb. 1993	12 yrs.	6.0	Nov. 1998-Feb. 2005	30 yrs.
Mar. 1983-Oct. 1986	10 yrs.	4.0	Mar. 2003-Oct. 2006	30 yrs.
Nov. 1982-Feb. 1983	10 yrs.	6.0	Nov. 2002-Feb. 2003	30 yrs.
May 1981-Oct. 1982	8 yrs.	6.0	May 1999-Oct. 2000	30 yrs.
Nov. 1980-Apr. 1981	9 yrs.	6.0	Nov. 1999-Apr. 2000	30 yrs.
Jan. 1980-Oct. 1980	11 yrs.	6.0	Jan. 2001-Oct. 2001	30 yrs.
SERIES E				
Mar. 1978-June 1980	5 yrs.	4.0	Mar. 2003-June 2005	30 yrs.
Dec. 1973-Feb. 1978	5 yrs.	6.0	Dec. 1998-Feb. 2003	30 yrs.
June 1971-Nov. 1973	5 yrs. 10 mos.	6.0	Apr. 1997-Sep. 1999	30 yrs.
June 1969-May 1971	5 yrs. 10 mos.	4.0	'	30 yrs.
Apr. 1967-May 1969	7 yrs.	4.0	'	30 yrs.
Dec. 1965-Mar. 1967			Bonds reached final maturity at	30 yrs.
June 1965-Nov. 1965	7 yrs. 9 mos.	4.0	Mar. 2003-Aug. 2003	40 yrs.
July 1959-May 1965	7 yrs. 9 mos.	6.0	Apr. 1997-Feb. 2003	40 yrs.
June 1959-June 1959	7 yrs. 9 mos.	4.0	'	40 yrs.
May 1958-May 1959	8 yrs. 11 mos.	6.0	Apr. 1997-Apr. 1998	40 yrs.
Apr. 1957-Apr. 1958	8 yrs. 11 mos.	4.0	'	40 yrs.
May 1941-Mar. 1957			Bonds reached final maturity at	40 yrs.
SAVINGS NOTES				
Sep. 1968-Oct. 1970	4 yrs. 6 mos.	4.0	'	30 yrs.
May 1967-Aug. 1968	4 yrs. 6 mos.	6.0	'	30 yrs.

¹ Bonds issued on or after May 1, 1995 earn interest under a market-based structure.

² Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a guaranteed minimum rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% minimum rate. Investors should remember that this table shows minimum rates only. Actual bond yields may be different because bonds earn market-based rates.

³ Bonds issued during this period are in their last extended maturity period.

**INTEREST RATES FOR SERIES HH
AND H SAVINGS BONDS**
(Table good for April 1997 only)

Issue Date	Original Maturity Period	Interest Through Current Maturity Period ¹	Date Next Extended Maturity Period Begins	Life of Bond
SERIES HH				
Mar. 1993-Apr. 1997	10 yrs.	4.0	Mar. 2003-Apr. 2007	20 yrs.
May 1987-Feb. 1993	10 yrs.	6.0	May 1997-Feb. 2003	20 yrs.
Mar. 1983-Apr. 1987	10 yrs.	4.0	²	20 yrs.
Jan. 1980-Feb. 1983	10 yrs.	6.0	²	20 yrs.
SERIES H				
May 1977-Dec. 1979	10 yrs.	6.0	May 1997-Dec. 1999	30 yrs.
Mar. 1973-Apr. 1977	10 yrs.	4.0	²	30 yrs.
May 1967-Feb. 1973	10 yrs.	6.0	²	30 yrs.
Feb. 1957-Apr. 1967			Bonds reached final maturity at 30 yrs.	
June 1952-Jan. 1957	9 yrs, 8mos.		Bonds reached final maturity at 29 yrs, 8mos.	

¹ Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% rate.

² Bonds issued during this period are in their last extended maturity period.

**GUARANTEED MINIMUM RATES FOR SERIES EE
AND E SAVINGS BONDS AND U.S. SAVINGS NOTES
ISSUED BEFORE MAY 1, 1995¹
(Table good for April 1997 only)**

Issue Date	Original Maturity Period	Guaranteed Through Cur- rent Maturity Period ²	Date Next Extended Maturity Period Begins	Life of Bond
SERIES EE				
Mar. 1993-Apr. 1995	18 yrs.	4.0	Mar. 2011-Apr. 2013	30 yrs.
Nov. 1986-Feb. 1993	12 yrs.	6.0	Nov. 1998-Feb. 2005	30 yrs.
Mar. 1983-Oct. 1986	10 yrs.	4.0	Mar. 2003-Oct. 2006	30 yrs.
Nov. 1982-Feb. 1983	10 yrs.	6.0	Nov. 2002-Feb. 2003	30 yrs.
May 1981-Oct. 1982	8 yrs.	6.0	May 1999-Oct. 2000	30 yrs.
Nov. 1980-Apr. 1981	9 yrs.	6.0	Nov. 1999-Apr. 2000	30 yrs.
Jan. 1980-Oct. 1980	11 yrs.	6.0	Jan. 2001-Oct. 2001	30 yrs.
SERIES E				
Mar. 1978-June 1980	5 yrs.	4.0	Mar. 2003-June 2005	30 yrs.
Dec. 1973-Feb. 1978	5 yrs.	6.0	Dec. 1998-Feb. 2003	30 yrs.
July 1971-Nov. 1973	5 yrs. 10 mos.	6.0	May 1997-Sep. 1999	30 yrs.
June 1969-June 1971	5 yrs. 10 mos.	4.0	³	30 yrs.
May 1967-May 1969	7 yrs.	4.0	³	30 yrs.
Dec. 1965-Apr. 1967		Bonds reached final maturity at		30 yrs.
June 1965-Nov. 1965	7 yrs. 9 mos.	4.0	Mar. 2003-Aug. 2003	40 yrs.
Aug. 1959-May 1965	7 yrs. 9 mos.	6.0	May 1997-Feb. 2003	40 yrs.
June 1959-July 1959	7 yrs. 9 mos.	4.0	³	40 yrs.
June 1958-May 1959	8 yrs. 11 mos.	6.0	May 1997-Apr. 1998	40 yrs.
May 1957-May 1958	8 yrs. 11 mos.	4.0	³	40 yrs.
May 1941-Apr. 1957		Bonds reached final maturity at		40 yrs.
SAVINGS NOTES				
Sep. 1968-Oct. 1970	4 yrs. 6 mos.	4.0	³	30 yrs.
May 1967-Aug. 1968	4 yrs. 6 mos.	6.0	³	30 yrs.

¹ Bonds issued on or after May 1, 1995 earn interest under a market-based structure.

² Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a guaranteed minimum rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% minimum rate. Investors should remember that this table shows minimum rates only. Actual bond yields may be different because bonds earn market-based rates.

³ Bonds issued during this period are in their last extended maturity period.

Minneapolis Minn.

1-800-563-2663

Toll free number for Federal Reserve Bank in K.C. - ~~1-800-333-2919~~.

United States Savings Bonds on hand:-

Series E - 1977 - all months - Expire 2007
\$25-100-200 denomination

Series EE - 1978 - January - one \$100
one \$200 - Expire 2008

Series HH - 1988 - Nov. only \$1000 - 2 bonds - Expire 2008

Series EE - 1981 - From February to Dec. Expire 2011
All denominations

Series EE - 1982 - all months - up to \$200 - Expire 2012

Series EE - 1983 - January through July - Expire - 2013

*Cashed with
Press Direct.*

?

KLM
1-800-374-7747
Depart

Air Entrance
Phil

Exhibit 20

Brad Featherston December 4, 2014 email re permission to cash EE bonds and deposit the funds

Brad's December 14, 2014 email received from Drina on March 28, 2015!

"To save all of our clients' the time and expense, please respond to this email with "Agreed" and your electronic signature, indicating your agreement that Anita may cash the listed bonds, deposit the proceeds into the Decedent's Trust BOA account, and then disburse 50% or the proceeds into the Survivor's Trust BOA account. Anita will supplement her production with such pape1work showing these transactions. This agreement is without prejudice to reallocating these funds if it is later determined that such bonds were not community property or should have some other allocation under the trust instruments. Very Truly Yours, Bradley E. Featherston The Mendel Law Firm, L.P. 115 5 Dairy Ashford, Ste 1 04 Houston, TX 77079 Tel: (281)759-3213 Fax: (281)759-3214 brad@mendellawfirm.com"

Exhibit 21

Plaintiff Curtis Correspondence with US Treasury re; EE bonds

Can I find out if an EE/E Bond has already been redeemed?

If you have the serial numbers for EE/E Bonds, we can look up the status for you. If you are the owner or co-owner of the bonds, send a signed request to the address below. Be sure to include the serial numbers of the bonds you are asking about.

If the owner or both co-owners have died, you must provide proof such as a copy of the death certificate for each deceased person, with your letter.

Send your letter to:

Bureau of the Fiscal Service
P.O. Box 7012
Parkersburg, WV 26106-7012

Other written inquiries can be sent to that address. Any information you have about the bonds should be included.

28-36

M



Redeeming (Cashing In) EE/E Savings Bonds

On this page:

[When can I redeem my EE/E Bonds?](#)

[What are my EE/E Bonds worth?](#)

[How do I redeem my EE/E Bonds?](#)

[How do I authorize an attorney-in-fact to redeem my bonds?](#)

[How much can I redeem at one time?](#)

[What will I need to redeem a paper bond?](#)

[Will I get a form for my taxes?](#)

[Can I find out if an EE/E Bond has already been redeemed?](#)

When can I redeem my EE/E Bonds?

After they are 12 months old.

If you redeem an EE Bond before it is five years old, you will lose the last three months of interest.

EE Bonds earn interest for 30 years, so the longer you hold on to the bond (up to 30 years), the more it is worth.

If you've been [affected by a disaster](#), special provisions may apply.

All E bonds and some EE bonds have stopped earning interest and should be redeemed.

What are my EE/E Bonds worth?

Use the [Savings Bond Calculator](#).

Note: Savings bonds cannot be transferred. If you find a bond that belongs to someone else or buy a bond on an online auction site, you cannot redeem it. (If you inherit a bond through the death of the bond owner, see [Death of a Savings Bond Owner](#).)

How do I redeem my EE/E Bonds?

Electronic bonds	Log in to TreasuryDirect and follow the directions there. The cash amount can be credited to your checking or savings account within two business days of the redemption date.
Paper bonds	You can cash paper EE/E Bonds at many local financial institutions. We don't keep a list of banks that redeem bonds, so check with banks in your area. More information for special situations: Redeeming Bonds Outside the United States and Redeeming a Young Child's Bond .

How do I authorize an attorney-in-fact to redeem my bonds?

For instructions, please see publication [FD-2845](#), "Power of Attorney: United States Savings Bonds & Notes."

How much can I redeem at one time?

Electronic bonds in your TreasuryDirect account	No limit
Paper bonds up to \$1,000 (redemption value)	With just the evidence described in the next section, "What will I need to redeem a paper bond?"
Paper bonds -- \$1,000 or more (redemption value)	As described in the next section "What will I need to redeem a paper bond?" Alternatively, you can: Have a certifying officer at a bank where you have an account certify your signature in each request for payment on the back of each bond. Provide your Social Security Number. Mail the bonds to the Treasury Direct Account site.

What will I need to redeem a paper bond?

Before taking in the bonds to redeem them, it's usually a good idea to check with the financial institution to find out what identification and other documents you'll need. When you present your paper bonds, you'll be asked to show your identity. You can do this by:

being a customer with an active account open for at least 6 months at the financial institution that will be paying the bonds, or

presenting acceptable identification such as a valid driver's license if the redemption value of the bonds is less than \$1,000.

If you are not listed as the owner or co-owner on the bond, you'll have to show that you are entitled to cash in the bond.

Will I get a form for my taxes?

Yes, IRS Form 1099-INT is provided for all redeemed bonds. The form may be available when you redeem your bond or after the end of the year.

Electronic bonds	Log in to TreasuryDirect and go to ManageDirect. Form 1099-INT is one of the links on the ManageDirect page.
Paper bonds	The financial institution where you redeemed the bond will mail the form to the address on record for the bond owner. (Typically, this mailing takes place after the end of the year in which the bond is redeemed.)

[Tax Considerations for EE/E Bonds](#)

[Translate](#)

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

September 13, 2014

Bureau of the Fiscal Service
P.O. Box 7012
Parkersburg, WV 26106-7012

RE: EE/HH Bond Status Request

To Whom It May Concern:

My parents, Elmer H. and Nelva E. Brunsting, are both deceased. Their estate plan referenced EE bonds, and their financial records contained bond inventories and other bond related transaction records for both EE and HH bonds.

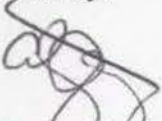
I have been unable to locate any of the bonds and it is unknown whether all of them had been cashed in before their demise.

I have enclosed copies of the death certificates, and a complete inventory of the bonds as of October 21, 1996.

If possible I would like to obtain a complete printout of transactions related to my parents' EE and HH bond accounts. If this information is not available, please provide the status of any bonds purchased starting in January 1981.

Please feel free to contact me if you have any questions or need further information.

Sincerely,



Candace L. Curtis

enclosures

CERTIFICATION OF VITAL RECORD

**DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT**

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
STATE OF TEXAS **CERTIFICATE OF DEATH** **STATE FILE NUMBER 142-09-043770**

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last) ELMER H. BRUNSTING				2. DATE OF DEATH (ACTUAL OR PRESUMED) 04/01/2009	
3. SEX MALE	4. DATE OF BIRTH 09/29/1921	5. AGE-Last Birthday (Years) 87	6. UNDER 1 YR Mo: _____ Days: _____	7. UNDER 1 DAY Hours: _____ Min: _____	8. BIRTHPLACE (City & State or Foreign Country) HULL IA
9. SOCIAL SECURITY NUMBER 282-32-8905		10. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input checked="" type="checkbox"/> Never Married <input type="checkbox"/> Unknown		11. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) NELVA RENSINK	
10a. RESIDENCE STREET ADDRESS 13630 PINEROCK			10b. APT. NO.	10c. CITY OR TOWN HOUSTON	
10d. COUNTY HARRIS		10e. STATE TEXAS		10f. ZIP CODE 77079	10g. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11. FATHER'S NAME LUKE BRUNSTING			12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE GERTUDE RIKKERS		
13. PLACE OF DEATH (CHECK ONLY ONE) IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify) _____					
14. COUNTY OF DEATH HARRIS		15. CITY/TOWN/ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO.) HOUSTON, 77079		16. FACILITY NAME (if not institution, give street address) 13630 PINEROCK	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED NELVA BRUNSTING - WIFE			18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code) 13630 PINEROCK, HOUSTON, TX 77079		
19. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (Specify) _____		20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH MARICELLA JIRON, BY ELECTRONIC SIGNATURE - 113462		21. <input type="checkbox"/> Unknown Section: 2110 Block: _____ Lot: DD LC Space: 64F	
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) MEMORIAL OAKS CEMETERY			23. LOCATION (City/Town, and State) HOUSTON, TX		
24. NAME OF FUNERAL FACILITY MEMORIAL OAKS FUNERAL HOME		25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code) 13001 KATY FREEWAY, HOUSTON, TX 77079			
26. CERTIFIER (Check only one) <input checked="" type="checkbox"/> Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Judge of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.					
27. SIGNATURE OF CERTIFIER CYNTHIA ZINNER, BY ELECTRONIC SIGNATURE		28. DATE CERTIFIED (Mo/Day/Yr) 04/10/2009	29. LICENSE NUMBER M2509	30. TIME OF DEATH (Actual or presumed) 09:30 AM	
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code) CYNTHIA ZINNER, 1880 SOUTH DAIRY ASHFORD STE # 330, HOUSTON, TX 77077			32. TITLE OF CERTIFIER MD		
33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.					
IMMEDIATE CAUSE (Final disease or condition resulting in death) a. DEMENTIA, LIKELY VASCULAR TYPE				Approximate Interval Onset to death 3 YEARS	
Due to (or as a consequence of):					
b. _____ Due to (or as a consequence of):					
c. _____ Due to (or as a consequence of):					
d. _____ Due to (or as a consequence of):					
34. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
36. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation Could not be determined					
37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown		38. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year		39. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify) _____	
40a. DATE OF INJURY (Mo/Day/Yr)	40b. TIME OF INJURY	40c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)		
40e. LOCATION (Street and Number, City, State, Zip Code)			40f. COUNTY OF INJURY		
41. DESCRIBE HOW INJURY OCCURRED					
42a. REGISTRAR FILE NO. 0206214	42b. DATE RECEIVED BY LOCAL REGISTRAR 04/28/2009	42c. REGISTRAR REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED			

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT
 WARNING: This penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to \$10,000, (Health and Safety Code, Sec. 192, 199)
 VS-112 REV 1/2005

000269576



This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED **MAR 10 2011**

Geraldine R. Harris
 GERALDINE R. HARRIS
 STATE REGISTRAR



WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS

NOV 17 2011
STATE OF TEXAS

CERTIFICATE OF DEATH

STATE FILE NUMBER 142-11-142463

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last) NELVA E. BRUNSTING			(Maiden)			2. DATE OF DEATH (ACTUAL OR PRESUMED) 11/11/2011		
3. SEX FEMALE	4. DATE OF BIRTH 10/08/1926	5. AGE - Last Birthday (Years) 85	IF UNDER 1 YEAR Mo Days		IF UNDER 1 DAY Hours Min		6. BIRTH PLACE (City & State or Foreign Country) SHELDON, IA	
7. SOCIAL SECURITY NUMBER 481-30-4885			8. MARITAL STATUS AT TIME OF DEATH <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown			9. SURVIVING SPOUSE'S NAME (If odd, give name prior to first marriage)		
10a. RESIDENCE STREET ADDRESS 13630 PINEROCK LANE			10c. APT. NO.		10b. CITY OR TOWN HOUSTON			
10e. COUNTY HARRIS		10d. STATE TEXAS		10f. ZIP CODE 77079		10g. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
11. FATHER'S NAME SYLVESTER RENSINK			12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE HARRIET KOOLBECK					
13. PLACE OF DEATH (CHECK ONLY ONE) IF DEATH OCCURRED IN A HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)								
14. COUNTY OF DEATH HARRIS			15. CITY/TOWN, ZIP HOUSTON, 77055		16. FACILITY NAME (If not institution, give street address) SELECT SPECIALTY HOSPITAL - HOUSTON WEST			
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED CAROL BRUNSTING - DAUGHTER			18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code) 5822 JASON ST. HOUSTON, TX 77074					
19. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input checked="" type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (Specify)			20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH ARACELI J GALINDO BY ELECTRONIC SIGNATURE 114721			21. <input type="checkbox"/> Unknown Section 214 Block Lot 58 Space		
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) MEMORIAL OAKS CEMETERY			23. LOCATION (City/Town, and State) HOUSTON, TX					
24. NAME OF FUNERAL FACILITY MEMORIAL OAKS FUNERAL HOME			25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code) 13801 KATY FREEWAY, HOUSTON, TX 77079					
26. CERTIFIER (Check only one) <input checked="" type="checkbox"/> Certifying physician: To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Justice of the Peace: On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.								
27. SIGNATURE OF CERTIFIER JEERSON CADENAS, BY ELECTRONIC SIGNATURE			28. DATE CERTIFIED (Mo/Day/YY) 11/13/2011		29. LICENSE NUMBER N3531		30. TIME OF DEATH (Actual or presumed) 04:50 PM	
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code) JEERSON CADENAS 4545 POST OAK PLACE #130, HOUSTON, TX 77027-3133			32. TITLE OF CERTIFIER MD					
33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH. CAUSE OF DEATH IMMEDIATE CAUSE (Final disease or condition resulting in death) a. RESPIRATORY FAILURE Due to (or as a consequence of): b. METASTATIC BILIARY CANCER Due to (or as a consequence of): c. SEVERE PROTEIN CALORIE MALNUTRITION Due to (or as a consequence of): a. SEPTIC SHOCK								
PART 2. ENTER OTHER CAUSE GIVEN IN PART 1. ADULT FAILURE TO THRIVE			34. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
36. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined			37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Probably <input checked="" type="checkbox"/> Unknown		38. IF FEMALE: <input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year		39. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)	
40a. DATE OF INJURY (Mo/Day/YY)		40b. TIME OF INJURY		40c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)		
40e. LOCATION (Street and Number, City, State, Zip Code)			40f. COUNTY OF INJURY					
41. DESCRIBE HOW INJURY OCCURRED								
42a. REGISTRAR FILE NO. 0217344			42b. DATE RECEIVED BY LOCAL REGISTRAR 11/17/2011		42c. REGISTRAR REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED			

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to \$10,000. Health and Safety Code, Sec. 191.1881



This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED NOV 18 2011

Geraldine R. Harris
GERALDINE R. HARRIS
STATE REGISTRAR



WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

Under penalty of perjury, I, the undersigned grantor (creator) of the trust, certify that the above taxpayer identification number assigned to the trust is correct; and that I am not subject to backup withholding either (i) because I have not been notified that I am subject to backup withholding (as a result of a failure to report all interest or dividends), or (ii) because I have been notified by the Internal Revenue Service that I am no longer subject to backup withholding. I further certify that the trust estate is not subject to backup withholding for one of the aforesaid reasons. (See Item 3 of the instructions on page 3.) (If an employer identification number, i.e., 12-3456789, has been assigned to the trust estate, then the trustee must furnish an I.R.S. Form W-9.)

Elmer H. Brunsting
 (Signature of Owner or coowner)
13630 Pinerock Houston TX 77075
 (Home Address)
282 32-8905
 (Social Security Account Number)

(713) 464 0391
 Daytime Telephone Number

Nelva E. Brunsting
 (Signature of coowner or beneficiary)
13630 Pinerock
 (Home Address)
481-30-4685
 (Social Security Account Number)

(713) 464-4391
 Daytime Telephone Number

I CERTIFY that ELMER H. BRUNSTING, whose identify is well-known or proved to me, personally appeared before me this 31 day of October, 1996 at Houston TX (City or State)

and signed the above request, acknowledging the same to be a free act and deed.

Matthew Paul Beal
 (Signature and title of certifying officer) CSM
701 Town & Country
 (Address)
Houston TX 77024

BANK OF AMERICA TEXAS
 TELLER # 001
 (OFFICIAL STAMP OR SEAL)
 OCT 21 1996
 BRANCH # 08519
 TOWN & COUNTRY

I CERTIFY that NELVA E. BRUNSTING, whose identify is well-known or proved to me, personally appeared before me this 31 day of October, 1996 at Houston TX (City or State)

and signed the above request, acknowledging the same to be a free act and deed.

Matthew Paul Beal
 (Signature and title of certifying officer)
701 Town & Country
 (Address)
Houston TX 77024

BANK OF AMERICA TEXAS
 TELLER # 001
 (OFFICIAL STAMP OR SEAL)
 OCT 21 1996
 BRANCH # 08519
 TOWN & COUNTRY

RESERVED FOR IDENTIFICATION NOTATIONS

- Customer Account Number and Date Established: _____ Document(s) - Description: _____
- Identified by (Signature and Address): _____

FOR OFFICIAL USE ONLY

- This transaction was a taxable event
- \$ _____ was reported under _____ for _____ (Social Security Account Number) (Year)
- This transaction was not a taxable event. No interest was reported.

DESCRIPTION OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

ISSUE DATE	DENOMINATION (FACE AMOUNT)	SERIAL NUMBER	INSCRIPTION (Please type or print names, including middle names or initials, social security account number, if any, and addresses as inscribed on the bonds.)
			ALL INFORMATION IS LISTED ON THE ATTACHED 8 PAGES

(If space is insufficient, use sheet on page 4, sign it and refer to it above - or use PD F 3500 for this purpose.)

P1183

DESCRIPTIONS OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

ISSUE DATE	DENOMINATION	SERIAL NUMBER	INSCRIPTION
JAN 1968	25	Q2323610188E	ELMER H. BRUNSTING OR
JAN 1968	100	C488366018E	NELVA E BRUNSTING
FEB 1968	100	C488381553E	DITTO
MARCH 1968	100	C487597606E	DITTO
JULY 1968	100	C492930507E	DITTO
AUG 1968	25	Q2369597957E	DITTO
AUG 1968	100	C495526689E	DITTO
SEPT 1968	25	Q2376239798E	DITTO
SEPT 1968	100	C495554472E	DITTO
OCT 1968	25	Q2376412853E	DITTO
OCT 1968	100	C495571546E	DITTO
NOV 1968	25	Q2382934338E	DITTO
NOV 1968	100	C496529219E	DITTO
DEC 1968	100	C496545465E	DITTO
DEC 1968	25	Q2389590020E	DITTO

JAN 1969	25	Q2402769422E	ELMER H BRUNSTING
JAN 1969	100	C497448486E	NELVA E BRUNSTING
FEB 1969	25	Q2409958642E	DITTO
FEB 1969	100	C499254901E	DITTO
MARCH 1969	50	L757031560E	DITTO
MARCH 1969	100	C499266790E	DITTO
APRIL 1969	25	Q2422715395E	DITTO
APRIL 1969	100	C499274128E	DITTO
MAY 1969	50	L763056023E	DITTO
MAY 1969	100	C5022244708E	DITTO
JUNE 1969	50	L766519117E	DITTO
JUNE 1969	100	C502238466E	DITTO
JULY 1969	25	Q2440232983E	DITTO
JULY 1969	100	C502260677E	DITTO
AUG 1969	50	L772779399E	DITTO
AUG 1969	100	C504859197E	DITTO
SEPT 1969	50	L775389203E	DITTO
SEPT 1969	100	C504883348E	DITTO
OCT 1969	25	Q2468249697E	DITTO
OCT 1969	100	C506399101E	DITTO
NOV 1969	50	L777324452E	DITTO
NOV 1969	100	C506442126E	DITTO
DEC 1969	25	Q2476363422E	DITTO
DEC 1969	100	C506449027E	DITTO

JAN 1970	50	L779356396E	ELMER H BRUNSTING OR
JAN 1970	100	C507351868E	NELVA E BRUNSTING
FEB 1970	25	Q2489045403E	DITTO
FEB 1970	100	C507371517E	DITTO
MARCH 1970	50	L781533895E	DITTO

PAGE 1

P1184

BRUNSTING001613

PAGE2

MARCH 1970	100	C509742914E	DITTO
APRIL 1970	50	L781622843E	DITTO
APRIL 1970	100	C513299043E	DITTO
MAY 1970	50	LL781689413E	DITTO
MAY 1970	100	C513338157E	DITTO
JUNE 1970	50	L781840738E	DITTO
JUNE 1970	100	C513377785E	DITTO
JULY 1970	50	L794088310E	DITTO
JULY 1970	100	C513404100E	DITTO
AUG 1970	50	L796803115E	DITTO
AUG 1970	100	C 515732747E	DITTO
SEPT 1970	25	Q2528750393E	DITTO
SEPT 1970	100	C515801272E	DITTO
OCT 1970	50	L801969302E	DITTO
OCT 1970	100	C515833390E	DITTO
NOV 1970	50	L802022535E	DITTO
NOV 1970	100	C515886588E	DITTO
DEC 1970	50	L807326463E	DITTO
DEC 1970	100	C 515436590E	DITTO
JAN 1971	50	L807366168E	ELMER H BRUNSTING OR
JAN 1971	100	C518450821E	NELVA BRUNSTING
FEB 1971	50	L812941238E	DITTO
FEB 1971	100	C518516321E	DITTO
MARCH 1971	50	L815611153E	DITTO
MARCH 1971	100	C522495921E	DITTO
APRIL 1971	50	L817774095E	DITTO
APRIL 1971	100	C523365879E	DITTO
MAY 1971	75	K14200621E	DITTO
MAY 1971	100	C523483834E	DITTO
JUNE 1971	75	K14670394E	DITTO
JUNE 1971	100	C526107354E	DITTO
JULY 1971	50	L819574435E	DITTO
JULY 1971	100	C528427319E	DITTO
AUG 1971	75	K15016278E	DITTO
AUG 1971	100	C529794380E	DITTO
SEPT 1971	50	L825480119E	DITTO
SEPT 1971	100	C529877212E	DITTO
OCT 1971	75	K15187296E	DITTO
OCT 1971	100	C529895593E	DITTO
NOV 1971	50	L835532053E	DITTO
NOV 1971	100	C531353752E	DITTO
DEC 1971	75	K16443059E	DITTO
DEC 1971	100	C534218555E	DITTO
JAN 1972	75	K16841325E	ELMER H BRUNSTING OR
JAN 1972	100	C 535345407E	NELVA E BRUNSTING
FEB 1972	50	L1002342624E	DITTO
FEB 1972	100	C536246756E	DITTO

P1185

BRUNSTING001614

PAGE 3

MARCH 1972	75	K100205529E	DITTO
MARCH 1972	100	C1001140610E	DITTO
APRIL 1972	75	K100235027E	DITTO
APRIL 1972	100	C1001188897E	DITTO
MAY 1972	75	K100574825E	DITTO
MAY 1972	100	C1004287178E	DITTO
JUNE 1972	75	K100897353E	DITTO
JUNE 1972	100	C1004370151E	DITTO
JULY 1972	75	K100923508E	DITTO
JULY 1972	100	C1005971762E	DITTO
AUG 1972	75	K101226740E	DITTO
AUG 1972	100	C1007854435E	DITTO
SEPT 1972	75	K101234776E	DITTO
SEPT 1972	100	C1009583723E	DITTO
OCT 1972	75	K101497925E	DITTO
OCT 1972	100	C1013424162E	DITTO
NOV 1972	75	K101674271E	DITTO
NOV 1972	100	C1014677804E	DITTO
DEC 1972	75	K101717239E	DITTO
DEC 1972	100	C1014769185E	DITTO
JAN 1973	100	C1017412539E	ELMER H BRUNSTING OR
JAN 1973	100	C1017412540E	NELVA E BRUNSTING
FEB 1973	75	K103456625E	DITTO
FEB 1973	100	C1019165387E	DITTO
MARCH 1973	100	C1020967659E	DITTO
MARCH 1973	100	C1020967660E	DITTO
APRIL 1973	75	K103502429E	DITTO
APRIL 1973	100	C1022725346E	DITTO
MAY 1973	100	C1022743153E	DITTO
MAY 1973	100	C1022743154E	DITTO
JUNE 1973	75	K104260431E	DITTO
JUNE 1973	100	C1024190568E	DITTO
JULY 1973	100	C1025207524E	DITTO
JULY 1973	100	C1025207525E	DITTO
AUG 1973	75	K104501960E	DITTO
AUG 1973	100	C1026856168E	DITTO
SEPT 1973	100	C1028489865E	DITTO
SEPT 1973	100	C1028489866E	DITTO
OCT 1973	75	K105207666E	DITTO
OCT 1973	100	C1030186694E	DITTO
NOV 1973	100	C1031889677E	DITTO
NOV 1973	100	C1031889678E	DITTO
DEC 1973	100	C1031993682E	DITTO
DEC 1973	100	C1031993683E	DITTO
JAN 1974	75	K105609333E	ELMER H BRUNSTING OR
JAN 1974	100	C1034862765E	NELVA E BRUNSTING
FEB 1974	75	K106301025E	DITTO

P1186

BRUNSTING001615

PAGE 4

FEB 1974	100	C1037551320E	DITTO
MARCH 1974	100	C1039590046E	DITTO
MARCH 1974	100	C1039590047E	DITTO
APRIL 1974	100	C1039616578E	DITTO
APRIL 1974	100	C1039616579E	DITTO
MAY 1974	100	C1040575108E	DITTO
MAY 1974	100	C1040575109E	DITTO
JUNE 1974	100	C1040666253E	DITTO
JUNE 1974	100	C1040666254E	DITTO
JULY 1974	25	Q5206129943E	DITTO
JULY 1974	100	C1040699695E	DITTO
JULY 1974	100	C1040699696E	DITTO
AUG 1974	25	Q5207177764E	DITTO
AUG 1974	100	C1042675840E	DITTO
AUG 1974	100	C1042675841E	DITTO
SEPT 1974	25	Q5212656678E	DITTO
SEPT 1974	100	C1044277355E	DITTO
SEPT 1974	100	C1044277356E	DITTO
OCT 1974	24	Q5219890347E	DITTO
OCT 1974	200	R104236199E	DITTO
NOV 1974	25	Q5227328461E	DITTO
NOV 1974	200	R104238066E	DITTO
DEC 1974	200	R105532207E	DITTO
JAN 1975	200	R105534602E	ELMER H BRUNSTING OR
FEB 1975	25	Q5250876813E	NELVA E BRUNSTING
FEB 1975	200	R105537285E	DITTO
MARCH 1975	50	L1110504385E	DITTO
MARCH 1975	200	R105552232E	DITTO
APRIL 1975	50	L10655080468E	DITTO
APRIL 1975	200	R105555261E	DITTO
MAY 1975	50	L20046344533E	DITTO
MAY 1975	200	R200729202E	DITTO
JUNE 1975	25	Q6011260745E	DITTO
JUNE 1975	200	R200475099E	DITTO
JULY 1975	50	L2008122240E	DITTO
JULY 1975	200	R200478983E	DITTO
AUG 1975	50	L2011260401E	DITTO
AUG 1975	200	R201130474E	DITTO
SEPT 1975	50	L2019145590E	DITTO
SEPT 1975	200	R201134203E	DITTO
OCT 1975	50	L2025225306E	DITTO
OCT 1975	200	R201145065E	DITTO
NOV 1975	75	K202269628E	DITTO
NOV 1975	200	R201438781E	DITTO
DEC 1975	75	K202852678E	DITTO
DEC 1975	200	R202448340E	DITTO

P1187

BRUNSTING001616

page 5

JAN1976	75	K202864265E	ELMER H BRUNSTING OR
JAN 1976	200	R202451895E	NELVA E BRUNSTING
FEB 1976	75	K203112916E	DITTO
FEB 1976	200	R202690829E	DITTO
MARCH 1976	75	K203265303E	DITTO
MARCH 1976	200	R202694335E	DITTO
APRIL1976	75	K203366117E	DITTO
APRIL 1076	200	R202698397E	DITTO
MAY 1976	75	K203354323E	DITTO
MAY 1976	200	R202699682E	DITTO
JUNE 1976	75	K203364078E	DITTO
JUNE 1976	200	R203951602E	DITTO
JULY 1976	75	K203386120E	DITTO
JULY 1976	200	R203944366E	DITTO
AUG 1976	100	C2030829953E	DITTO
AUG 1976	200	R203949180E	DITTO
SEPT 1976	75	K207076144E	DITTO
SEPT 1976	200	R203978493E	DITTO
OCT1972	75	K207094581E	DITTO
OCT 1976	200	R204483052E	DITTO
NOV 1976	75	K207452453E	DITTO
NOV 1976	200	R204507335E	DITTO
DEC 1976	75	K207459456E	DITTO
DEC 1976	200	R204523975E	DITTO

JAN 1977	100	C20361322118E	ELMER H BRUSTING OR
JAN 1977	200	R204541333E	NELVA E BRUNSTING
FEB 1977	100	C2039832289E	DITTO
FEB 1977	200	R204553456E	DITTO
MARCH 1977	100	C2041431316E	DITTO
MARCH 1977	200	R204557856E	DITTO
APRIL 1977	100	C2043336989E	DITTO
APRIL 1977	200	R205675270E	DITTO
MAY 1977	25	Q6185728367E	DITTO
MAY 1977	100	C2046633576E	DITTO
MAY 1977	200	R205991077E	DITTO
JUNE 1977	100	C2049536154E	DITTO
JUNE 1977	200	R20634880E	DITTO
JULY 1977	100	C204981455E	DITTO
JULY 1977	200	R206596261E	DITTO
AUG.1977	25	Q6204923639E	DITTO
AUG 1977	100	C2054099290E	DITTO
AUG 1977	200	R2060846501E	DITTO
SEPT 1977	100	C2054145624E	DITTO
SEPT 1977	200	R207208675E	DITTO
OCT 1977	100	C2058634132E	DITTO
OCT 1977	200	R207528154E	DITTO
NOV 1977	100	C2059773778E	DITTO
NOV 1977	200	R207840791E	DITTO
DEC 1977	25	Q6233839753E	DITTO
DEC 1977	100	C2061750948E	DITTO
DEC 1977	200	R207846639E	DITTO

P1188

BRUNSTING001617

PAGE 6

JAN 1978	100	C2063616775E	ELMER H. BRUNSTING OR
JAN 1978	200	R.208068104E	NELVA E BRUNSTING
FEB 1980	75	K221891597E	ELMER H BRUNSTING OR
FEB 1980	100	C2107430100E	NELVA E BRUNSTING
FEB 1980	200	R212872691E	DITTO
MARCH 1980	200	R212956976E	DITTO
MARCH 1980	200	R212956977E	DITTO
APRIL 1980	75	K222388747E	DITTO
APRIL 1980	100	C2108816696E	DITTO
FEB 1981	50	L50420726EE	ELMER H BRUNSTING OR
FEB 1981	75	K19777823EE	NELVA E BRUNSTING
FEB 1981	200	R7766450EE	DITTO
MARCH 1981	50	L57948286EE	DITTO
MARCH 1981	75	K19824806EE	DITTO
MARCH 1981	200	R7862790EE	DITTO
APRIL 1981	50	L62652169EE	DITTO
APRIL 1981	100	C22831762EE	DITTO
APRIL 1981	200	R7935030EE	DITTO
MAY 1981	50	L66997209EE	DITTO
MAY 1981	75	K20201615EE	DITTO
MAY 1981	200	R8890396EE	DITTO
JUNE 1981	50	L67154411EE	DITTO
JUNE 1981	75	K20988705EE	DITTO
JUNE 1981	200	R8963741EE	DITTO
JULY 1981	50	L71018815EE	DITTO
JULY 1981	100	C27478706EE	DITTO
JULY 1981	200	R9080782EE	DITTO
AUG. 1981	50	L77515409EE	DITTO
AUG. 1981	75	K21069991EE	DITTO
AUG. 1981	200	R9163791EE	DITTO
SEPT 1981	50	L78689195EE	DITTO
SEPT 1981	100	C31829104EE	DITTO
SEPT 1981	200	R299558EE	DITTO
OCT 1981	50	L83335953EE	DITTO
OCT 1981	75	K21754483EE	DITTO
OVT 1981	200	R10284711EE	DITTO
NOV 1981	50	L87201014EE	DITTO
NOV 1981	75	K21962801EE	DITTO
NOV 1981	200	R10473740EE	DITTO
DEC 1981	50	L87994774EE	DITTO
DEC 1981	100	C35846236EE	DITTO
DEC 1981	200	R10720744EE	DITTO

P1189

BRUNSTING001618

Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. DO NOT PHOTO COPY OR ALTER LABEL.
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, DO NOT TAPE OVER BARCODE. Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.
6. For information on insurance claims, click on "My Account" at the top of any Click-N-Ship web page and then the "How to File a Claim" link.

Click-N-Ship® Label Record

USPS TRACKING # / Insurance Number:
9405 9036 9930 0253 1601 07

Trans. #:	309929516	Priority Mail® Postage:	\$5.05
Print Date:	09/13/2014	Insurance Fee:	\$0.00
Ship Date:	09/13/2014	Total:	\$5.05
Expected			
Delivery Date:	09/15/2014		
Insured Value:	\$1.00		

From: CANDACE CURTIS
 218 LANDANA ST
 AMERICAN CYN CA 94503-1050

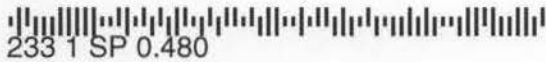
To: BUREAU OF THE FISCAL SERVICE
 PO BOX 7012
 PARKERSBURG WV 26106-7012

* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.



*Thank you for shipping with the United States Postal Service!
 Check the status of your shipment on the USPS Tracking™ page at usps.com*

BUREAU OF THE FISCAL SERVICE
PO BOX 2186
PARKERSBURG WV 26106



October 8, 2014

CANDACE L CURTIS
218 LANDANA ST
AMERICAN CANYON CA 94503

Treasury Retail Securities

IMPORTANT INFORMATION

Thank you for your recent inquiry regarding Treasury Retail Securities. **If you are responding to our correspondence, please include this bar code sheet with your response.** Failure to include this sheet may delay the processing of your request. Please note:

- Place this bar code sheet on the top of all documents you submit.
- Mail your transaction to the address provided below using the enclosed return envelope.
- Ensure that the return address at the bottom of this sheet is visible in the envelope window.
- Make a note of the Customer Number (shown below) for all future reference or communication purposes.

For Internal purposes only

Customer#: 0001326239S



Service Request#: 1-500690063



CC5

BUREAU OF THE FISCAL SERVICE
PO BOX 2186
PARKERSBURG WV 26106

For information about Treasury Retail securities, go to:
www.treasurydirect.gov





Treasury Securities Services

October 8, 2014

Customer: 0001326239S
Elmer H. Brunsting



CANDACE L CURTIS
218 LANDANA ST
AMERICAN CANYON CA 94503

Dear Ms. Curtis:

This letter refers to your recent transaction and/or inquiry.

I am trying to get photos of paid bonds; usually we cannot get photos of any bonds that have been paid over ten years ago.

I did locate some Series EE bonds issued to Elmer H Brunsting or Nelva E Brunsting's Trust.

To proceed with the request, we will need from the successor trustee:

- A certified copy of any deceased trustee's death certificate. Death certificates must be certified or sworn to by the state or local registrar, under seal or stamp, as true and correct copies taken from the official records.

In support of the request we will need a Certificate of Trust. If this is not available or your state does not allow for one, please send a copy of the original trust agreement with amendments or relevant trust excerpts and amendments. The copy of the trust must be a true and correct copy of the original and the following pages must be included:

- The page showing the name and date of the trust (not a title or cover page).
- The page(s) identifying the acting trustee(s). If more than one acting trustee is named and each can act independently, submit that portion of the trust.
- The signature page(s).
- Any amendments to the trust that may alter the information on the pages submitted or limit the authority of the acting trustee(s) to request the transaction.

If the bond(s) are missing, we will also need:

- The person(s) entitled to complete and sign the enclosed *Claim For Lost, Stolen or Destroyed United States Savings Bonds* (PD F 1048).

For information about Treasury Retail securities, go to:
www.treasurydirect.gov



We may also need information concerning the estate of the last deceased.

Please send your response in the enclosed envelope. When contacting us, please provide the customer name and reference number shown at the top of this letter as well as your daytime telephone number. Also provide your email address if you prefer contact by email.

For general questions about Treasury Securities, visit our website at www.treasurydirect.gov. If you have questions about this letter, call 304-480-7711 ext. 297414, between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

Sincerely,

Bureau of the Fiscal Service

Enclosure: Return Envelope

For information about Treasury Retail securities, go to:
www.treasurydirect.gov



Exhibit 22

Amy June 24, 2015 answers to interrogatories and Requests for Production

GRIFFIN & MATTHEWS

Attorneys at Law
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
(281) 870-1124
(281) 870-1647 FAX

FACSIMILE TRANSMISSION

To:	Bobbie Bayless Darlene Payne Smith Bradley Featherston	Fax:	713.522.2218 713.658.1921 281.759.3214	Phone:	713.522.2224 713.752.8640 281.759.3213
------------	--	-------------	--	---------------	--

From:	Neal E. Spielman	Pages:	29 including this cover page	Date:	6/24/2015
--------------	------------------	---------------	------------------------------	--------------	-----------

Re: Cause No. 412,249-401; *Carl Brunsting, et. al. v. Anita Brunsting, et. al.*; In Probate Court No. Four (4) of Harris County, Texas

PLEASE DELIVER AS SOON AS POSSIBLE

- Amy Brunsting's Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production (with Verification)

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION WHICH IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE AND MAY CONTAIN INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by telephone.

GRIFFIN & MATTHEWS
Attorneys at Law

HOUSTON
1155 DAIRY ASHFORD, SUITE 300
HOUSTON, TEXAS 77079
(281) 870-1124
FAX: (281) 870-1647

June 24, 2015

BEAUMONT
400 NECHES @ CROCKETT
BEAUMONT, TEXAS 77701
(409) 832-6006
FAX: (409) 832-1000

NEAL E. SPIELMAN
nspielman@griffinatlw.com

Ms. Candace Louise Curtis
218 Landana Street
American Canyon, California 94503

Via C.M.R.R.R.
7014 0150 0001 5384 0078

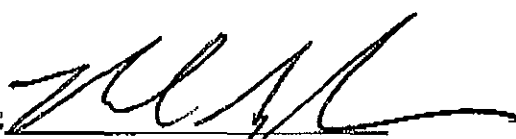
RE: Cause No. 412,249-401; *Carl Brunsting, et. al. v. Anita Brunsting, et. al.*; In
Probate Court No. Four (4) of Harris County, Texas

Dear Ms. Curtis:

In accordance with the Texas Rules of Civil Procedure, enclosed please find my client's
Objections, Answers and Responses to the written interrogatories and requests for production
recently issued. My client's verification is also enclosed.

Very truly yours,

Griffin & Matthews

By: 
Neal E. Spielman

NES:mf

Enclosures

cc: Ms. Bobbie G. Bayless
Bayless & Stokes
Via Facsimile: 713.522.2218

Ms. Darlene Payne Smith
Crain, Caton & James
Via Facsimile: 713.425.7945

Mr. Bradley E. Featherston
The Mendel Law Firm, L.P.
Via Facsimile: 281.759.3214

NO. 412,249-401

CARL HENRY BRUNSTING, et. al.

v.

ANITA KAY BRUNSTING, et. al.

§
§
§
§
§

IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS


**AMY RUTH BRUNSTING'S
OBJECTIONS, ANSWERS AND RESPONSES TO CANDACE LOUISE CURTIS'S
WRITTEN INTERROGATORIES AND REQUESTS FOR PRODUCTION**

*TO: Candace Louise Curtis, Pro Se, - 218 Landana Street, American Canyon, California
94503*

Amy Ruth Brunsting, serves these Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production in accordance with the Texas Rules of Civil Procedure.

Respectfully submitted,

GRIFFIN & MATTHEWS

BY: 

NEAL E. SPIELMAN
Texas State Bar No. 00794678
nspielman@grifmatlaw.com
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281.870.1124 - Phone
281.870.1647 - Facsimile

*ATTORNEYS FOR DEFENDANT,
AMY RUTH BRUNSTING*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 24th day of June 2015, to the following in the manner set forth below:

Candace Louise Curtis -- Pro Se:

Candace Louise Curtis
218 Landana Street
American Canyon, California 94503
Via C.M.R.R.R. 7014 0150 0001 5384 0078

Attorneys for Carl Henry Brunsting:

Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098
Via Facsimile: 713.522.2218

Attorneys for Carole Ann Brunsting:

Darlene Payne Smith
Alec B. Covey
Crain, Caton & James
Five Houston Center
1401 McKinney, 17TH Floor
Houston, Texas 77010
Via Facsimile: 713.425.7945

Attorneys for Anita Kay Brunsting:

Bradley E. Featherston
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Via Facsimile: 281.759.3214


NEAL E. SPIELMAN

OBJECTIONS, ANSWERS & RESPONSES

Amy Brunsting ("Amy" or "Respondent") objects to the interrogatories and requests for production issued by Candace Louise Curtis ("Candace") to the extent they are, by Candace's own admission, first made pursuant to "fiduciary obligations" allegedly owed to her. If, via the trust documents, Candace actually has the right to inquire into the topics covered in her interrogatories and requests for production, then that right is subject to other provisions in the trust documents requiring her to pay costs associated with responding, which she has not done. As a result, Amy's purported obligation to address these issues with Candace has not yet been triggered, and will not trigger until, at least, all necessary costs have been paid.

To the extent Candace's interrogatories and requests for production are issued pursuant to the Texas Rules of Civil Procedure, Amy's objections, answers and responses are as follows:

Interrogatory No. 1 (Really, Interrogatories 1-4)

- (a) Regarding the Affidavit in Support of Removal of Lis Pendens, Sworn to and signed by you on March 6, 2012, at Item 5 you state:

"As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston."

With respect to this statement:

- i. **Has a Personal Asset Trust been set up for?**

1. **Candace Louise Curtis**
2. **Carole Ann Brunsting**
3. **Carl Henry Brunsting**
4. **Amy Ruth Brunsting**
5. **Anita Kay Brunsting**

If the answer to any of 1 - 5 is yes, please state when and how each personal asset trust was "set up", how and from what assets each was funded. Please explain also the dispositive provisions for the personal asset trusts and the instruments from which each article was derived. Please also explain what administrative provisions were used to "set up" the personal asset trusts and identify the instrument(s) from which those provisions were derived.

If the answer to any of 1 - 5 is no, please explain the process for the creation of the personal asset trust(s) and itemize, with a particularity, the causes for your failure to establish said trust(s).

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Personal Asset Trusts have not been established. This is a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

(b) At item 10 you state:

"The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the Lis Pendens so the sale can be consummated, for the benefit of all of the heirs".

The house sold more than 3 years ago, what benefit has any heir received from the sale of the house?

Answer:

Objection. Respondent objects to this Request as phrased. It is vague, confusing, premature, misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The proceeds from the sale of the house have been deposited in an interest-bearing account where they will remain pending resolution of the various legal proceedings initiated by Carl and Candace

(c) At item 3 in your Affidavit in Support of Removal of Lis Pendens, dated March 6, 2012, you state:

"The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance."

With respect to this statement:

Our father died April 1, 2009. At the time of his death the named successor co-trustees, as per the 2007 Amendment, were Carl and Candace. "Our parents" removed your name as successor co-trustee with the 2007 Amendment, and my name remained as a successor co-trustee with Carl. What instruments created between the 2007 Amendment and our father's death indicate: "our parents did not feel she was competent to handle her own inheritance"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

All of them. Taken in their totality, the documents evidence our parents changing attitudes and confidence in Candace and Carl's respective abilities to properly care for themselves, manage money, make reasonable decisions, avoid negative influences in the form of spouses and/or significant others, etc.

Interrogatory No. 2 (Really, Interrogatories 5-8)

In your Verified Answer to Plaintiff Carl Brunsting's Petition for Declaratory Judgment, for Accounting, for Damages, for Imposition of a Constructive Trust, and for Injunctive Relief, filed May 13, 2013, you state:

"AMY RUTH BRUNSTING F/F/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Asset Trust because such trusts have not been created and therefore do not contain any trust property."

Section 3(A)(A) at page 5 of the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment" states:

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified to be made to said beneficiary's Personal Asset Trust first occurs.

Pursuant to Article X Section "A" of the family trust, distributions were specified to be made to the five personal asset trusts at the death of the Surviving Founder.

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

That event occurred on November 11, 2011.

- (a) **What clause in what trust instrument allows the trustees to ignore the dispositive provisions of Article X (compelling establishment of personal asset trusts) and to continue acting as trustees for the Survivor's and Decedent's trusts well beyond the period of time necessary to settle those trusts?**

Answer:

Objection. Respondent objects to this Request as phrased. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Further, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

- (b) **Did the trustees ever have any intention of funding individual asset trusts? If yes, when, for whom, in what proportions, and based upon what criteria?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

- (c) Did the trustees ever intend to render full, true, and complete accounts? If yes, why have proper accounts not been rendered?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons. Additionally, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

- (d) Which of the ten purposes for establishing personal asset trusts, expressed in the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", were considered in the decision not to express and fund personal asset trusts?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The document speaks for itself relative to the Trustor's intent. This notwithstanding, the Personal Asset Trusts have not been established as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and

when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

Interrogatory No. 3 (Really, Interrogatories 9-10)

You communicated with Frost Bank by email on January 24, 2012 "about the management of the trust accounts for my brother Carl and my sister Candy". Your email states "A copy of the trust is attached". The only attachment was the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement".

- (a) **Is it your opinion that the 8/25/2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" constitutes the complete trust agreement from which the personal asset trusts are to be created?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is confusing, misleading and capable of causing jury confusion. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

- (b) **What was the reason why Frost Bank declined the management of the trust accounts for Carl and Candy?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is vague, confusing, misleading and capable of causing jury confusion. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

My understanding is that Frost Bank declined as a result of real property being located outside the State of Texas. Whether there were other or different reasons, I cannot say.

Interrogatory No.4 (Really, Interrogatories 11-15)

In 2011, you, Ann, and Jack each received distributions in the form of Exxon and Chevron securities.

- (a) **Were you involved in the decision to distribute those assets? If yes, what trust distribution standard was utilized and what facts were considered in relation to those standards as that criteria relates to each of the five Brunsting beneficiaries?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Exxon and Chevron securities were received while my mother was still alive. They were presented as gifts. I was not involved in mother's decision.

(b) Were you aware that those distributions were not equal?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Yes, I was aware that the gift I received was not the same amount as the gifts received by Ann and Jack. However, to my knowledge, the amounts received by Ann and Jack were equal in amount to similar gifts received by mother's other grandchildren

(c) Were you aware that Carl received no stock or other assets of any kind at that time?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe this is a true statement. I believe, at or around this time, Carl was receiving monies from mother directly and/or via mother's payment of bills, invoices or other expenses.

(d) Were you involved in the decision making process in labeling those distributions as gifts?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe that any monies, securities, etc. given out by mother while she was alive were distributions; but, no, I was not involved in any "decision" of this sort.

(e) Was any specific trust property directed to be distributed by the 8/25/2010 exercise of the Article III Qualified Beneficiary Designation? If yes; what was the specific property, to who

was the specific property directed to be distributed, when, in what proportions and according to what criteria?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I was not a co-trustee until after mother died in November 2011, so I was not involved in anything that occurred up until that time, and Candace's lawsuit began approximately 3 months later. As to specific trust property and its distribution, the documents speak for themselves.

Interrogatory No. 5 (Really, Interrogatories 16-26)

As co-trustee, regarding the exercise of "Sole and Absolute Discretion" in recent opposition to a distribution to Candace Curtis:

(a) What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(b) What is the trustee's process for making discretionary distribution decisions?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or

obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

- (c) **What does the trustee require when asked to consider other resources and establish the beneficiary's standard of living?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

- (d) **Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, identify the controlling provisions and the instrument(s) that contain those provisions.**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(e) Does the trustee work with distribution advisors? If so, who and when? If not, why not?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

My ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(f) What types of distributions would the trustees like a beneficiary to receive?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(g) For what purposes can the beneficiary request a distribution from the trust?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(h) When would the trustees like distributions to be made and in what priority?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(i) What circumstances should or should not exist prior to a distribution from "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(j) Who should be involved in the decision making process?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(k) What factors does the decision-maker measure in determining the beneficiary's need for a distribution?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

Respondent invokes all rights and remedies associated with instances of offensive discovery abuse, including without limitation, a request for a protective order. This request is occasioned, in part, by Candace Louise Curtis' abuse of the Texas Rules of Civil Procedure and her violation of "discrete sub-part" standards and restrictions. Candace Louise Curtis has issued more interrogatories than she is permitted to issue under the Rules. Until her interrogatories are re-drafted to remedy the violation, or pending further instructions from the Court, additional objections to the remaining interrogatories are reserved, as are additional factual answers.

(l) What facts were relied upon in your determination to oppose distributions to Candace?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 6 (Really, Interrogatories 27-29)

On March 8, 2011, Anita sent an email to you, Candy, and Carole in which she said:

"I spoke w/ mom about the whole situation; she listens to reason and can understand our concerns for Carl, and will sign the changes to the trust next week. I have been very forthright in explaining the changes in the trust to her, and that they would be done in order to minimize any pathway that Drina might have to Carl's money. The changes are not to penalize Carl, but to ensure the money goes for his care."

(a) Did you meet with Candace Freed to discuss any trust business prior to the death of Nelva Brunsting? If yes, provide the dates and explain the purposes for each of those meetings.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) How much were you involved with Anita's efforts to convince Nelva to alter the terms of the trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (c) How much was Carole involved with Anita's efforts to convince Nelva to alter the terms of the trust?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No.7 (Really, Interrogatories 30-31)

Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

- (a) Were you involved in discussions involving the creation or signing of the August 25, 2010 trust amendment instrument(s)? If yes, explain the circumstances leading up to the creation of the instrument.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 8 (Really, Interrogatories 32-33)

Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

- (a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the December 21, 2010 instruments.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 9 (Really, Interrogatories 34-37)

Pursuant to the Provisions of the 2005 Restatement, Administration of the Decedent's trust in Article IX:

(a) Did Nelva have the authority to remove the trustees of the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Did the exercise of the Qualified Beneficiary Designation and Testamentary Power of Appointment, dated 8/25/2010, appoint specific property to any specified beneficiary or beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Did the Limited Testamentary Power of Appointment, dated 8/25/2010, direct distributions of principal of the Decedent's Trust in a manner that discharged the surviving Founder's legal obligations to any beneficiary of the Decedent's Trust? If yes, please explain with a specificity as it affects each of the five Brunsting heirs/beneficiaries.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) If Nelva discharged her legal obligations to a beneficiary of the Decedent's Trust, what beneficiary(s) and to what extent did Nelva discharge her legal obligations to those beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 10 (Really, Interrogatories 38-41)

Please refer to George Vie's July 15, 2013 letter to the Special Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, also including the \$100,000.00 distribution Anita received in 2005 to pay off her house.

Your letter states that:

"Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's

daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses."

Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Anita and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

- (a) **Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of intended influence addressed to the Special Master.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules. If none say none.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

In general the July 15, 2013 letter to the Master attempts to provide explanation for the accelerated dissipation of trust assets while our Mother was still alive. These take-my-word-for-it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity.

- (c) **Were you involved in the decision making process for any of those distributions? If yes, explain.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (d) **In your July 15, 2013 letter to the Master you claim "Defendants are individuals, not financial professionals." Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 11 (Really, Interrogatories 42-56)

Regarding the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement"

- (a) **What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **What changes to the administrative provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (c) **What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (d) **What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (e) **What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (f) **What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(g) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(h) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(i) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(j) What changes to the administrative provisions of the Survivor's Trust (Article VIII) were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(k) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(l) Has the Brunsting Family Trust ever been amended or revoked by a court of competent jurisdiction?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (m) **Has the Elmer H. Brunsting Irrevocable Decedent's trust ever been amended or revoked by a court of competent jurisdiction?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (n) **Was any specific trust property directed to be distributed by the 8/25/2010 exercise of the Article VIII Limited Testamentary Power of Appointment? If yes, what was the specific property; to who was the specific property directed to be distributed; when, in what proportions; and, according to what criteria?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (o) **What specific trust property was directed to be distributed by the 8/25/2010 exercise of the Article IX limited testamentary power? According to what standard was it to be distributed, when, how and to whom was it to be distributed?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 12 (Really, Interrogatories 57-65)

With respect to the August 25, 2010 QBD "Section B. Trustor's Intent in Establishing Personal Asset Trusts,"

Intention 1. To protect and conserve trust principal

EE Bonds have long been known to exist, yet have never been included in the list of assets of the trust, or accounted for by the trustees. This was brought to your attention at the hearing in connection with the Report of Master in July 2013. Anita received a letter from the Treasury dated December 4, 2014, referring to "your recent transaction and/or inquiry", which says the search "identified the unredeemed bonds described on the enclosed list". It goes on to state "The Department of the Treasury requires the properly completed forms be submitted in order to process the claims." A check with the Treasury Department gave a total value of the bonds as approximately \$6,452.64. A statement at the end of the Bond List received as an attachment to the correspondence says: "***If there are any bonds marked with an asterisk, they are within one month of their final maturity and may not be reissued or replaced.**" All bonds on the list are marked with an asterisk.

- (a) **Why was your inquiry made more than one year after you were noticed of the existence of those EE Bonds?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What claim(s), if any, were requested to be processed?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Were the properly completed forms subsequently submitted? If no, why not? If yes, what were the results and why have the transaction records not been disclosed to Plaintiff(s)?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary

The Decedent's Trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year.

(a) Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you obtained or been given regarding income taxes paid by the trusts, if any?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

(a) In what way have you respected this intention?

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Answer:

Intention 5 To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

(a) In what way have you considered the needs and resources of beneficiary Candace Curtis in your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What facts did you rely upon in evaluating the needs and personal resources of beneficiary Candace Curtis in your distribution considerations?

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

(a) What inquiry did you make in effort to determine the existence of business ventures or start-ups that beneficiary Candace Curtis may be involved in as a part of your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) In your determination not to fund individual asset trusts what facts were considered in relation to any of the remaining expressed intentions for such actions?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 13 (Really, Interrogatories 66-69)

The Bates stamped documents included in Plaintiffs document production P6-P155, "My Trustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

(a) Which of the eight "Do's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Which of the eight "Do's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Which of the nine "Do Not's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) Which of the nine "Do Not's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 14 (Really, Interrogatories 70-75)

In establishing Personal Asset Trusts for the beneficiaries

(a) Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What dispositive and administrative provisions flow to the personal asset trusts from the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) What dispositive and administrative provisions flow to the personal asset trusts from the Survivor's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) When the dispositive provisions of the Decedent's Trust and those of the amended Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (e) **When the administrative provisions of the Decedent's Trust and those of the Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (f) **Describe the steps you have taken to honor the provisions of Article X, Section B (l)(a)(i) of the Brunsting Family Trust?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 15 (Really, Interrogatories 76-77)

Accounts and Accounting

- (a) **How can you create personal asset trusts and fulfill the purposes of the trust without a full, true, and complete statutory accounting?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **When and how did the acting trustees inform the beneficiaries regarding their beneficial interests?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

OBJECTIONS AND RESPONSES**Request for Production No. 1**

Schedule F - Purports to be a partial gifting reconciliation from Elmer and Nelva Brunsting from 2001, as developed from checking transactions. Please provide any bank statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 2

Please provide any Edward Jones statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 3

Please provide a true and correct copy of the "Appointment of Successor Trustees" dated July 1, 2008 referenced in such instruments as the Certificates of Trust bearing Bates Stamps P6783, V&F 000004; P6784, V&F 000005 and P6785, V &F 000006.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 4

Please provide a true and correct copy of the "Agreement" signed by Nelva Brunsting establishing the rate of trustee compensation claimed in the April 2012 spreadsheets and July 2013 Master's report. Please also include a copy of any letters of notice of change in trustee compensation, along with proofs of certified mailing to beneficiaries, as required by the Texas property statutes.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 5

Please provide any and all parole evidence indicating Nelva's knowledge of and direct participation in discussions related to "changes to the trust" specifically in regard to the instruments dated August 25, 2010, and those dated December 21, 2010.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request. Further, it seeks information, which – if it exists – is in the hands of third parties over whom Respondent has no control.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 6

Please provide copies of all supporting documentation upon which 2014 taxes were calculated and paid in regard to any Brunsting related trust(s).

Response:

Materials responsive to this Request have previously been provided by Anita Brunsting directly and/or through counsel. Additional responsive materials are in the process of being accumulated and will likewise be provided by Anita Brunsting directly and/or through counsel.

VERIFICATION

STATE OF TEXAS

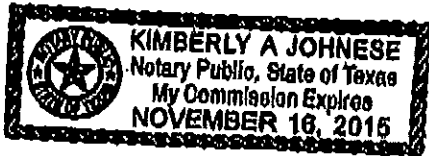
COUNTY OF Comal

Before me, the undersigned notary, on this day personally appeared AMY RUTH BRUNSTING, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

My name is Amy Ruth Brunsting, and I am over 18 years of age, of sound mind and capable of making this verification. I have read answers to the interrogatories issued to me by Candace Louise Curtis. Unless otherwise noted in the content of the answers, the facts stated are within my personal knowledge and are true and correct.

Amy Brunsting
Printed Name: Amy Brunsting
Date: 6-19-15

Sworn to and subscribed before me by Amy Brunsting on the 19 day of June, 2015.



Kimberly A. Johnese
Notary Public in and for the State of Texas

Exhibit 23

Anita's June 4, 2015 answers to interrogatories

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

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

**Anita Kay Brunsting 's Response to
Candace Louise Curtis'
First Written Interrogatories**

Anita Kay Brunsting serves her response to Candace Louise Curtis' first written interrogatories.

Respectfully submitted,

/s/ Brad Featherston

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

Counsel for Anita Kay Brunsting
In Capacities at Issue

Certificate of Service

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

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

Pro Se

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

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

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

Attorney for Carole Ann Brunsting

Neal Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, TX 77079
O: 281-870-1124; F: 281-870-1647

Attorney for Amy Brunsting

via email on June 4, 2015.

/s/ Brad Featherston

Bradley E. Featherston

Response to Written Interrogatories¹

Anita Brunsting objects to Candace's interrogatories and request for production made pursuant to "fiduciary obligations." Interrogatories and request for production are exclusive to the Texas Rules of Civil Procedure and are not contemplated by the trust instruments nor any other applicable law. To the extent Candace's interrogatories and request for production are made pursuant to fiduciary obligations under the trust instruments then, pursuant to the trust, the Trustee requires that Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

1. In your exercise of discretion, which of the Founders' ten intended purposes and what aspects of the HEMS standard were factored into your determination to oppose a distribution to beneficiary Candace from her personal asset trust, and upon what set of facts did your determination rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, see Anita's response to Candace's request for distributions that was filed with the Court and which documents speak for themselves.

2. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Carole, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

3. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Candace, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

¹ Candace's Interrogatories were renumbered for the convenience of the parties and the Court.

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

4. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Amy, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

5. Which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in not transferring Exxon Stock to Carl, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, presumably the inquiry relates to the time period Nelva Brunsting was alive and Nelva Brunsting did not instruct an Exxon Stock transfer to Carl.

6. What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the distribution standards are as set forth in the trust instruments, which were interpreted as written.

7. What is/was the trustee's process for making discretionary distribution decisions?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the process is as set forth in the trust instruments.

8. What does the trustee require when asked to consider other resources and establish the beneficiary’s standard of living?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. The trustee requires what the trust instruments provide.

9. Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, under which provision of what instrument(s)?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the trust instruments speak for themselves.

10. Does the trustee work with distribution advisors? If so, who and when? If not, why not?

RESPONSE: The trustee has not worked with distribution advisors. No distributions have been made since the Nelva’s death due to the litigation filed by Candace and Carl.

11. When and how did the acting trustees inform the beneficiaries of their beneficial interests?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, prior to defendant’s appointment as trustee, on or about October 23, 2010, Candace was informed of her beneficial interest via email. Shortly after Nelva’s death in November 2011, the trustees and their counsel were in the process handling the trust affairs incident to Nelva’s death. The trustees and

their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries.

12. What types of distributions would the trustees like a beneficiary to receive?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

13. For what purposes can the beneficiary request a distribution from the trust?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the beneficiary can request a distribution for the purposes contained in the trust instruments.

14. When would the trustees like distributions to be made and in what priority?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, Subject to, and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

15. What circumstances should or should not exist prior to a distribution from "the trust"?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, with respect to Candace, the Court must resolve Candace's claims and allegations in the pending lawsuit and, in particular, Candace's allegation that the no contest provisions in the trust instruments are unenforceable, prior to a distribution.

16. Who should be involved in the decision making process?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court and the parties to the litigation should be involved in the decision making process.

17. What factors does the decision-maker measure in determining the beneficiary’s need for a distribution?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court would consider the factors set forth in the trusts.

18. Describe the steps you have taken to honor the provisions of Article X, Section B (1)(a)(i) of the Brunsting Family Trust?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. The referenced section was superseded by Nelva and therefore, is inapplicable.

19. Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

RESPONSE: After Nelva’s death, defendant began the process of collecting assets, informing trust beneficiaries, and working the attorneys specifically referenced in such section to implement the terms of the trust instruments. The trustees and their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries. Candace then brought litigation.

20. A copy of the 8/25/2010 QBD was included in the October 23, 2010 email attachments. How did you come to be in possession of the 8/25/2010 QBD on October 23, 2010 when Nelva was the only then serving trustee?

RESPONSE: Nelva provided defendant such instrument.

21. What was your forthright explanation to Nelva regarding the changes that you planned for her to make to the trust and what were the exact changes that you intended to be made?²

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and is a compound question. Defendant never planned to make any changes to the trust for Carl. It was defendant's understanding that Nelva planned to make changes to the trust. There was a concern by Nelva, defendant, and defendant's siblings that Carl's future well-being may not be met by Drina, and that Drina may take steps to reach Carl's share of trust assets. Nelva never signed the changes into effect.

22. Where are the documents you referred to that you intended for Nelva to sign?³

RESPONSE: To defendant's knowledge they were never signed. Defendant does not know what happened to such documents.

23. What was the date of your prior inquiry and why was the inquiry made more than one year after you were noticed of the existence of those EE Bonds?

RESPONSE: Candace and Carl consistently and repeatedly accused Carol of stealing bonds that were alleged to be in the name of Nelva or Elmer. Defendant did not see a record of the bonds being in the name of the trusts. In late 2014, Carol informed defendant that she could request a record of the outstanding bonds, which was done in mid to late 2014.

24. What claim(s), if any, were you asking to be processed?

RESPONSE: None.

25. Did you subsequently submit the properly completed forms? If no, why not? If yes, what were the results and where are the transaction records?

² This is a question about a March 8, 2011 email from Anita.

³ This is a question about a March 8, 2011 email from Anita.

RESPONSE: No, because Candace would not agree to the disposition of the bonds and the legal fees to seek court approval to cash the bonds in light of Candace's failure to agree made the transaction cost prohibitive.

Defendant objects to the balance of the interrogatories as exceeding the limits of permissible discovery under the Texas Rules of Civil Procedure. Defendant further objects to the balance of the interrogatories because Candace has not paid Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary,

(a) The decedent's trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year. Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you been given regarding income taxes paid by the trusts, if any?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) When considering funding for Mother's day-to-day needs prior to the establishment of the Rights of Survivorship account in the name of Carole Brunsting and Nelva Brunsting, what criteria did you use when you liquidated assets in the Edward Jones account? Was avoidance of capital gains tax a factor? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

5. Trustee Manual: The Bates stamped documents included in Plaintiff's document production P6-P155, "MyTrustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

(a) Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

i. Which of the eight "Do's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Which of the eight "Do's" have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iii. Which of the nine “Do Not’s” have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iv. Which of the nine “Do Not’s” have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

6. Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

7. Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

8. Please refer to the RESPONSE OF DEFENDANTS TO REPORT OF MASTER, filed

August 27, 2013, and answer the following:

Regarding trustee compensation,

(a) At the point in time when you paid your personal credit card debts from trust assets, were you aware that paying personal debt obligations directly out of trust accounts can be considered self-dealing or co-mingling, whether you were entitled to trustee compensation or not? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Appendix A, Section 1. states that Vacek & Freed determined the percentage amount of your fee to be 2% of the trust value of \$2,291,300, or \$45,826.00. What date was the fee calculation determined? What trust was the value based upon? What trust assets and their corresponding values were used in the calculation? Why was this calculated on an annual basis, rather than monthly or quarterly, since the value of the trust diminished every single month? What provision(s) in the trust set forth the standard for calculating this rate of compensation?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

9. Please refer to George Vie's July 15, 2013 letter to the Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, and the distribution you received in 2005 to pay off your house.

Your letter states that:

“Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses.” Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Amy and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

(a) Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of influence addressed to the Special Master.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in

the Texas Rules of Civil Procedure.

(b) Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) In general the July 15, 2013 letter to the Master attempts to provide excuses for the sudden acceleration of dissipation of mass quantities of trust assets while our Mother was still alive. These take-my-word-for-it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity. What was the distribution standard applied to those transactions? What effect did these transactions have on the value of the trust assets, trust tax liabilities, and the personal tax liabilities of the recipients? What were the facts upon which discretion was exercised in each of these transactions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) In your July 15, 2013 letter to the Master you claim “Defendants are individuals, not financial professionals.” It is presumed you knew of this fiscal incompetence before accepting the appointment to a fiduciary office. Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(f) In a letter dated May 22, 2012, Edward Jones states “We’re contacting you because either your financial advisor recently updated your account information or it has been three years since we last verified your information.” It goes on to ask you to “Please review the enclosed pages, which list your account information. If the information is correct, you do not need to return this letter.” This information contains the following:

Net Worth (must exclude value of primary residence): \$1,700,000

Annual Income: \$64,000

Prior Investment Experience: (4) Extensive Experience

Risk Profile: (3) Moderate

Current Occupation: Homemaker

Did you return the letter? If not, why not? When did you provide this information to Edward Jones originally?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

10. The following questions refer to information contained in the 2011 Form 1040 for Nelva E Brunsting, prepared by Kroese & Kroese P.C., signed by you as fiduciary “Under penalties of perjury”.

(a) Line 15a IRA distributions = \$58,792 / 15b Taxable amount = \$58,792. On February 24, 2010, Mother executed a Change of Beneficiary Designations for IRA Account at Edward Jones, designating the five of us as “beneficiaries in equal shares”. A previous List of Beneficiaries under Edward Jones letterhead, dated July 23, 2009, stated the same designation. On May 23, 2011, an electronic transfer was made from the IRA account number 609-91956-1-9, to the B of A account ending in 1143, in the amount of \$54,000.

i. Were you aware of Mother’s beneficiary designation for her IRA? If yes, why did you fail to follow it? If no, how could you not be?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Did you know this transaction would cause a tax liability for Mother?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Schedule A Medical and Dental expenses are listed as \$118,893.

i. Many of the caregiver payments contained reimbursements for meals and incidental expenses purchased on behalf of our Mother. Were these reimbursements included in the caregiver costs? If so, what is the total for these reimbursements? Did the preparer know these reimbursements were included? If so, please provide support of the preparer’s knowledge.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. IRS Publication 926 Household Employer’s Tax Guide sets forth the rules for employment taxes. You were required to withhold and pay social security and Medicare taxes on the wages. As the employer you can choose to pay this yourself and not withhold it. Did you

withhold social security and Medicare from the caregivers paychecks? If no, why not? Did you pay 13.3% of gross wages on behalf of the caregivers to the IRS? If no, why not? Did you issue a W-2 to each caregiver? If no, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) Did you seek the advice of a professional in connection with employing caregivers and related employment taxes? Did you seek the advice of a professional regarding what medical and dental expenses are deductible? If so, who did you consult with and what did they tell you?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

11. Numerous distributions have been made and some requests for distribution have been declined or opposed by you based upon your exercise of discretion.

(a) To what extent, if any, did Amy participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) To what extent, if any, did Carole participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) To what extent, if any, did Candace participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) To what extent, if any, did Carl participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) To what extent, if any, did Candace Freed participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

* * * * *

Exhibit 24

Candace email statutory demand for accounting

MIME-Version: 1.0

Content-Type: multipart/mixed; boundary="-----_Part_483675_1625879494.1443134736376"

On Monday, June 15, 2015 3:40 PM, Candace Curtis <occurtis@sbcglobal.net> wrote:

Anita and Amy have a fiduciary **obligation** to provide **ALL** of the beneficiaries with the same information regarding trust income and expenses, on a regular basis. **IT IS THEIR DUTY TO ACCOUNT**, and to keep us advised of our beneficial interests, yet they have failed to properly do so for more than 4 and a half years.

Judge Butts' September 4, 2014 order states that the trustees:

"- provide all parties with notice of their intent to pay all federal income taxes... within five business days of the receipt of the amount of taxes due along with all documentation received from the accountant of the amount of such taxes and provide all parties with copies of all tax returns to be filed... and all invoices from the accountant related to the preparation of federal and state income tax returns...; and provide all parties with copies of the checks paid within five business days of the date of payment and a copy of all executed documents filed with the checks;"

Your flagrant disrespect of the federal injunction, calling it questionable, and Anita's willful violation of the injunction is contemptible, to say the least.

None of the criteria of Judge Butts' order has been met.

Please provide the backup for the 2014 Decedent's Trust Form 1041. Line 14 - Attorney, accountant, and return preparer fees, in the amount of \$16,831, needs to be supported in more detail, as does the capital gain on line 4.

Please send copies of all bank and brokerage statements for 2014. It is possible these were forwarded earlier to prior counsel, but I don't have them.

The payment to Kroese & Kroese P.C. for the "farm lease" (BRUNSTING005519) was unauthorized and a violation of the injunction.

Amy and Anita's failure to negotiate the EE Bonds before they reached the point where they "may not be reissued or replaced" cannot be excused. The assertion that they did not know about them, when they themselves disclosed their existence in their April 9, 2013 CD, simply won't cut it. On August 13, 2013, in response to their objection to the Report of Master, at item 4, I identify the missing EE Bonds as known assets of the trust that the trustees did not account for. On September 3, 2013, at a hearing on the Report of Master, during Mr. West's testimony, he mentioned his curiosity as to the whereabouts of said bonds. A check with the Treasury Department website revealed how easy it is to have the bonds replaced or reissued when they have been lost, or stolen (as the case may be). One need only submit the documentation as listed on the attached letter I received from the Treasury Department, dated October 8, 2014. I do not possess this documentation, the trustees are supposed to have these instruments.

This failure equates to approximately \$6,500.00 in lost value of the trust assets. Whether it is irresponsible, reckless, careless, negligent, or intentional, is inconsequential in the face of the blatant refusal of the trustees to properly protect and account for these assets. It is not even a little amusing that three years after Anita allegedly became trustee, that she should claim

ignorance as to the trusts' ownership interest in those bonds or that after more than 2 years of attempting to get them to account for the bonds it is apparently the plaintiff's fault for not consenting to the trustees' cashing of bonds not even in their possession.

This electronic communication shall stand as a demand for a full, true, and complete accounting, certified as such, in conformance with the Texas Property Code and the common law.

It is also my final informal demand for the fiduciary disclosure, which the trustees full well know is the property of all five beneficiaries, and I do not have to pay them anything to meet their fiduciary obligations. Let's start with the July 1, 2008 appointment that you assert has already been disclosed.

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

Attachments:

10082014 EE Bond Treasury Response Letter to candy.pdf

4.4 MB

Exhibit 25

Defendants 1st Amended Disc Responses

THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

To: Bobbie G. Bayless Fax: (713) 522-2218
Phone: _____

From: Cory S. Reed Phone: (713) 403-8213

Date: March 4, 2014 Time: _____

File No: 00520.415 User ID: REEDC

Re: Cause No. 2013-05455; Carl Henry Brunsting, et al v. Candace L. Kunz-Freed, et al; In the 164th Judicial District Court of Harris County, Texas

There are 28 pages being sent, including this page.

If you are having difficulty receiving this document, please call:

Rosie Gonzalez at (713) 403-8396

Urgent For Review Please Comment Please Reply

Message: Please see attached.

Confidentiality Notice: This message is intended only for the use of the individual or entity to whom it is addressed and may contain information that is confidential and protected from disclosure by law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any distribution or copying is prohibited. If you received this communication in error, please notify us immediately by telephone (collect), and return the original to us at the address below via U.S. Postal Service.

THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

Cory S. Reed
Direct Dial: (713) 403-8213
creed@thompsoncoe.com

Austin
Dallas
Houston
Los Angeles
Northern California
Saint Paul

March 4, 2014

VIA FACSIMILE

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

Re: No. 2013-05455; *Carl Henry Brunsting, et al v. Candace L. Kunz-Freed, et al*; In
the 164th Judicial District Court of Harris County, Texas.

Dear Ms. Bayless:

Enclosed, please find the following:

1. Defendants' First Amended Objections and Responses to Plaintiff's First Request for Production; and
2. Defendant Candace L. Kunz' First Amended Objections and Answers to Plaintiff's First Set of Interrogatories.

Sincerely,



Cory S. Reed

/rg
Enclosures

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: 

Zandra E. Foley

State Bar No. 24032085

Cory S. Reed

State Bar No. 24076640

One Riverway, Suite 1600

Houston, Texas 77056

Telephone: (713) 403-8200

Telecopy: (713) 403-8299

E-Mail: zfoley@thompsoncoe.com

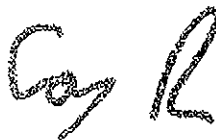
E-Mail: creed@thomspsoncoe.com

**ATTORNEYS FOR DEFENDANTS,
CANDACE L. KUNZ-FREED AND VACEK
& FREED, PLLC F/K/A THE VACEK LAW
FIRM, PLLC**

CERTIFICATE OF SERVICE

I hereby certify that pursuant to the Texas Rules of Civil Procedure, on this the 4th day of March, 2014, a true and correct copy of this document has been forwarded by certified mail, facsimile and/or e-filing to counsel:

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



Cory S. Reed

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: All agreements with Elmer Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 2: All agreements with Nelva Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 3: All agreements with Anita Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 4: All agreements with Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 5: All agreements with Carole Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants object to

this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 6: All joint defense agreements with any party concerning the Brunsting Trust dispute.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 7: All invoices for services provided or expenses incurred on behalf of Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 8: All documents reflecting payments made on the invoices described in number 7 above.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 9: All invoices for services provided or expenses incurred on behalf of Anita and/or Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time.

Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 10: All documents reflecting payments made on the invoices described in number 9 above.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 11: All invoices for services provided or expenses incurred on behalf of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 12: All documents reflecting payments made on the invoices described in number 11 above.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 13: All correspondence, including emails, with Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 14: All correspondence, including emails, with Anita Brunsting prior to the establishment, if any, of an attorney client relationship with her.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 15: All correspondence, including emails, with Amy Brunsting prior to the establishment, if any, of an attorney client relationship with her.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 16: All correspondence, including emails, with Carole Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 17: All correspondence, including emails, with Carl and/or Drina Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 18: All correspondence, including emails, with Carl Brunsting's daughter, Marta.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 19: All correspondence, including emails, with any third parties, other than your attorney, about Nelva Brunsting, any other member of the Brunsting family, and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 20: All drafts of documents prepared by Vacek & Freed for Nelva Brunsting's signature.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 21: Originals of all documents signed by Nelva, Elmer, Anita, Amy, Candy, Carole, or Carl Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 22: Originals of all documents notarized by Candace Freed involving Elmer, Nelva, Anita, Amy, Candy, Carole, or Carl Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 23: Originals of all documents notarized or witnessed by anyone at Vacek & Freed, PLLC other than Candace Freed which involve Elmer, Nelva, Anita, Amy, Candy, Carole, or Carl Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 24: All opinion letters or reports provided concerning Elmer, Nelva, Amy, Anita, Candy, Carole, or Carl Brunsting or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 25: All opinion letters or reports sought or received from any third parties concerning Elmer, Nelva, Amy, Anita, Candy, Carole, or Carl Brunsting or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 26: All joint representation or conflict of interest disclosures provided to Elmer, Nelva, Anita and/or Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause,

is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 27: All documents establishing your attorney/client relationship with Elmer and/or Nelva.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 28: All documents terminating your attorney/client relationship with Nelva.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 29: All documents establishing your attorney/client relationship with Anita, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 30: All documents terminating your attorney/client relationship with Anita, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause,

is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 31: All documents terminating your attorney/client relationship with Amy, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 32: All documents establishing your attorney/client relationship with Amy, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 33: All documents relating to any referrals of Anita and/or Amy, either individually or as trustees of any of the Brunsting Trusts, to other attorneys.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 34: All cell phone and/or long distance records and logs reflecting telephone calls with Anita, Amy, and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 35: All long distance records and logs reflecting faxes to Anita, Amy, and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 36: All logs reflecting faxes from Anita, Amy and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 37: All cell phone records reflecting calls with Nelva from July 1, 2010 to the present.

RESPONSE: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 38: All records reflecting 'faxes to or from Nelva from July 1, 2010 to the present.

RESPONSE: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 39: All cell phone records reflecting calls with Carl and/or Drina Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 40: All records reflecting faxes to or from Carl and/or Drina Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 41: All cell phone records reflecting calls with Carole Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 42: All records reflecting faxes to or from Carole Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 43: All investigators' reports relating to the Brunsting family and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 44: All tape recordings and/or video recordings involving any Brunsting family member and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 45: All photographs involving any Brunsting family member and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 46: All materials provided to Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, harassing, and fails to specify those documents sought with reasonable particularity. Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, and is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it documents that are equally available to Plaintiff.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants could not possibly recall every material ever provided to Elmer and/or Nelva

Brunsting. Please see the responsive documents previously produced which Defendants specifically recall providing to them.

REQUEST FOR PRODUCTION NO. 47: All communications to beneficiaries of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 48: All calendars reflecting legal work and/or meetings or telephone conferences with any member of the Brunsting family or with any third parties concerning Brunsting family issues and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 49: All source documents used to prepare any accountings relating to assets owned by Elmer Brunsting, Nelva Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 50: All speeches, outlines and/or materials distributed at presentations made by Vacek & Freed attorneys or employees which were attended by Elmer or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, harassing, and fails to specify those documents sought with reasonable particularity. Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, and is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants do not recall which presentations were attended by Elmer and/or Nelva Brunsting.

REQUEST FOR PRODUCTION NO. 51: All speeches, outlines and/or materials distributed at presentations made by Vacek & Freed attorneys or employees since January 1, 2008.

RESPONSE: Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, does not state with reasonable particularity what is being called for, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants will supplement related speeches, outlines and/or materials distributed at presentations in accordance with the Texas Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 52: All pleadings from any cases in which you have been named as a party since January 1, 2008, other than those relating to the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants also object to this request because it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent it seeks public information that is equally available to Plaintiff.

REQUEST FOR PRODUCTION NO. 53: All expert designations identifying attorneys at Vacek & Freed as experts in any cases since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 54: All opinions or expert reports concerning fiduciary or trust issues prepared by any attorney with Vacek & Freed since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 55: All designations of experts, reports prepared by experts, and depositions of experts in cases in which you have been named as a party since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 56: All exhibits you plan to offer in the trial of this case.

RESPONSE: Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories of Defendants' counsel, and thereby invades the work product privilege.

Subject to the foregoing objection and without waiving the same, Defendants respond as follows: Defendants will timely supplement such documents in accordance with the Texas Rules of Civil Procedure, if necessary.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: 

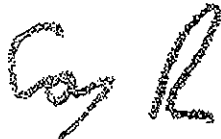
Zandra E. Foley
State Bar No. 24032085
Cory S. Reed
State Bar No. 24076640
One Riverway, Suite 1600
Houston, Texas 77056
Telephone: (713) 403-8200
Telecopy: (713) 403-8299
E-Mail: zfoley@thompsoncoe.com
E-Mail: creed@thompsoncoe.com

**ATTORNEYS FOR DEFENDANTS,
CANDACE L. KUNZ-FREED AND VACEK
& FREED, PLLC F/K/A THE VACEK LAW
FIRM, PLLC**

CERTIFICATE OF SERVICE

I hereby certify that pursuant to the Texas Rules of Civil Procedure, on this the 4th day of March, 2014, a true and correct copy of this document has been forwarded by certified mail, facsimile and/or e-filing to counsel:

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


Cory S. Reed

INTERROGATORIES

INTERROGATORY NO. 1: Provide any cell phone numbers you have had since July 1, 2010 and identify the company providing cell phone service for each such number.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 my cell phone number has been (281) 217-0013.

INTERROGATORY NO. 2: Identify the company providing your long distance service both at work and at home since July 1, 2010.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 the provider of my long distance service at home has been AT&T and at the office has been Cbeyond, Inc.

INTERROGATORY NO. 3: Provide all email addresses you have had since July 1, 2010 and identify the internet service provider for all such addresses.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 I have used Candace@vacek.com and freedcandace@sbcglobal.net.

INTERROGATORY NO. 4: If you contend Nelva Brunsting had capacity at each time after July 1, 2010 when she signed documents prepared by Vacek & Freed, state all actions you took to insure her capacity.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal its evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Nelva Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested.

INTERROGATORY NO. 5: If you contend Nelva Brunsting lost capacity at some point after July 1, 2010, state when that occurred, how it was determined she lacked capacity, what documents it prevented her from signing, and all facts indicating her lack of capacity at that point.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: At no time before or after July 1, 2010 have I ever stated that Ms. Brunsting lost capacity.

INTERROGATORY NO. 6: Please indicate all steps taken to ensure that Nelva Brunsting was not unduly influenced by other parties in connection with documents prepared by Vacek & Freed after Elmer Brunsting's death.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested. I do not think/believe Ms. Brunsting was influenced by other parties, because at no time were any material changes made in the disposition of her estate plan with respect to the beneficiaries.

INTERROGATORY NO. 7: Describe all steps taken after July 1, 2010 to ensure that the beneficiaries of the Brunsting Trusts were treated impartially.

ANSWER: Defendant objects that this interrogatory is vague, ambiguous, overbroad, unduly burdensome, and fails to specify the information sought with reasonable particularity. Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: Ms. Brunsting had a general power of appointment over the Survivor's Trust assets and a Limited Power of Appointment over the Decedent's Trust assets among the joint descendants of Elmer and Nelva. These power of appointments allowed her to include or exclude descendants of both Nelva and Elmer Brunsting from the assets. No notice is required to be given if she had exercised these limited and general powers of appointment. Notwithstanding, at one point in time, Ms. Brunsting requested that I draft documents removing one of her grandchildren as a remainder beneficiary. After further discussion, Ms. Brunsting decided not to sign the power of appointment.

INTERROGATORY NO. 8: Describe all steps taken to ensure that the beneficiaries of the Brunsting Trusts were properly informed concerning the terms and activities of the Brunsting Trusts after Elmer Brunsting died.

ANSWER: Defendant objects that this interrogatory is vague, ambiguous, overbroad, unduly burdensome, and fails to specify the information sought with reasonable particularity. Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: Ms. Brunsting had a general power of appointment over the Survivor's Trust assets and a Limited Power of Appointment over the Decedent's Trust assets. These powers of appointments allowed her to include or exclude descendants of both Nelva and Elmer Brunsting from the assets. No notice was required to be given if she had exercised these powers of appointment. Ms. Brunsting was the primary beneficiary of both the Decedent's Trust and the Survivor's Trust until her passing. Upon her death, I provided the Successor Trustees with a document titled "I'm a Trustee Now What." This document provided the Successor Trustees with information related to their fiduciary duties as an acting trustee and accounting requirements. It would be the Successor Trustee(s) responsibility to keep the beneficiaries informed of the terms and activities of the Trust according to the terms of the Trust.

INTERROGATORY NO. 9: Describe all steps taken to ensure that Nelva Brunsting's interests were protected both before and after she resigned as trustee.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested. Specifically, I explained to Ms. Brunsting the effect of the resignation and that the resignation was revocable and could be reversed if she later desired. Also, as a matter of course, trustees are advised of their fiduciary duty to the beneficar(ies) and their duty to account for trust assets. Trustees are advised to be familiar with and defer to the trust documents.

INTERROGATORY NO. 10: Describe all steps taken to ensure that the assets of the Brunsting Trusts were preserved after July 1, 2010.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I did not take any steps to preserve the Trust assets. It is one of the duties of the Trusee(s) to preserve the assets of the trust.

INTERROGATORY NO. 11: Describe all steps taken to determine the nature and values of the assets owned by Elmer Brunsting, Nelva Brunsting, or by any of the Brunsting Trusts at the time of Elmer Brunsting's death and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: After the death of a Grantor, the remaining trustee or successor trustee may engage my firm to assist in the identification of assets, titling, and if recommended or desired, implement tax planning and file federal estate tax return, if necessary. In this case, Ms. Brunsting did retain our firm to advise on the administration of the Trust and to implement the tax planning, including the funding of a credit shelter trust. In fact, I met with Ms. Brunsting a minimum of three times to discuss the value and existence of assets. Date of death values are/were obtained from brokers, appraisers, tax preparers, and banks, as well as the internet, evaluation programs and monthly account statements provided by Ms. Brunsting herself. These values are/were used to determine proper allocation among trusts and then are divided according to the terms of the trust agreement, State law and Trustee discretion. In this case, asset information was obtained from the following persons or companies:

Rich Ridders
Bennie K. Jans, Broker at Jans Real Estate
Darlene at Edward Jones
Nelva Brunsting
Harris County Appraisal District
Anita Brunsting
Kelley Blue Book
John Hancock: Donna Vickers
Securian: Erin Nuccum
BNY Mellon
Computershare
Metlife: Clare Cook, Douglas Uhling
Ohio State Life Insurance Co
ChaseMellon Shareholder Services
Bank of America
BlueBonnnett Credit Union

INTERROGATORY NO. 12: Describe all steps taken to determine the nature and values of the assets owned by the Brunsting Trusts at the time of Nelva Brunsting's resignation as trustee and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I did not take any steps to determine the nature and value of the assets owned by the Trusts at the time of Ms. Brunsting's resignation as trustee, and I was requested or engaged to do so. One of the duties of the Successor Trustee would have been to determine the Trusts assets.

INTERROGATORY NO. 13: Describe all steps taken to determine the nature and values of the assets owned by Elmer Brunsting's estate, Nelva Brunsting, or by any of the Brunsting Trusts at the time of Nelva Brunsting's death, and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: After the death of a Grantor, the remaining trustee or successor trustee may engage my firm to assist in the identification of assets, titling, and if recommended or desired, implement tax planning and file federal estate tax return, if necessary. Date of death values are obtained from brokers, appraisers, tax preparers, and banks, as well as the internet, evaluation programs and monthly account statements. These values are used to determine proper allocation among trusts and then are to be divided according to the terms of the trust agreement. In this case, asset information was obtained from the following persons or companies:

Anita Brunsting
Amy Brunsting
Carol Brunsting
Candace Curtis
Bank of America Statements
Houston Association of Realtors
Harris County Appraisal District
BNY Mellon
Bluebonnett Credit union
Internal Revenue Services
Lincoln Financial Group
Edward Jones
Doug Williams
Kally Mouw, Certified Appraiser

INTERROGATORY NO. 14: Specify the dates and locations of all meetings any representative of Vacek & Freed had with Nelva Brunsting after July 1, 2010 and identify all parties attending such meetings.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I met with Ms. Brunsting in her residence on December 21, 2010. At this time I cannot recall everyone present, but believe remember Anita Brunsting, Amy Brunsting, and Carole Brunsting, along with a caregiver to have been present.

INTERROGATORY NO. 15: Specify the date of every telephone conference any representative of Vacek & Freed had with Nelva Brunsting after July 1, 2010 and identify any other parties participating in each telephone conference.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Ms. Brunsting and a representative of Vacek & Freed after July 1, 2010:

October 7, 2010 (am) – Candace Kunz-Freed and Nelva Brunsting. Carol Brunsting was on the telephone for part of the conversation.

October 7, 2010 (pm) – Candace Kunz-Freed and Nelva Brunsting.

October 11, 2010 – Summer Peoples and Nelva Brunsting.

October 11, 2010 – Candace Kunz-Freed, Susan Vacek, and Nelva Brunsting.

October 14, 2010 – Summer Peoples and Nelva Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

INTERROGATORY NO. 16: Specify the date of every telephone conference any representative of Vacek & Freed had with Anita Brunsting after July 1, 2010 and identify any other parties participating in each telephone conference.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Anita Brunsting and a representative of Vacek & Freed after July 1, 2010 and up to the time Nelva resigned:

July 20, 2010 – Candace Kunz-Freed and Anita Brunsting.

October 6, 2010 – Candace Kuntz-Freed and Anita Brunsting.

October 11, 2010 – Summer Peoples and Anita Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

INTERROGATORY NO. 17: Specify the date of every telephone conference any representative of Vacek & Freed had with Amy Brunsting after July 1, 2010 and identify any other party participating in the call.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Amy Brunsting and a representative of Vacek & Freed after July 1, 2010 and up to the time Nelva resigned:

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned..

INTERROGATORY NO. 18: Specify the date of every telephone conference any representative of Vacek & Freed had with Carole Brunsting after July 1, 2010 until the present and identify any other party participating in the call.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Amy Brunsting and a representative of Vacek & Freed after July 1, 2010:

October 7, 2010 (am) – Candace Kunz-Freed and Nelva Brunsting. Carol Brunsting was on the telephone for part of the conversation.

October 13, 2010 – Candace Kuntz-Freed and Carol Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.