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PROBATE COURT 4

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No. 412,249

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

## REPORT OF TEMPORARY ADMINISTRATOR PENDING CONTEST

On July 24, 2015 an Order of this Court, signed by Judge Christine Butts on July 23, 2015, was filed in the above styled and numbered case. In this Order the Court stated that Greg Lester was appointed Temporary Administrator Pending Contest of this estate. The Court directed that Greg Lester will report to the Court regarding the merits of the claims in this case on or before the expiration of this Order. The Order will expire on or about January 20, 2016, which is 180 days after the date that the Order was signed.

## BACKGROUND

### The Brunsting Family

Nelva and Elmer Brunsting were married and had five (5) children: Candace Louise Curtis (" Candace"), Carol Ann Brunsting (" Carol"), Carl Henry Brunsting ("Carl"), Amy Ruth Tschirhart ("Amy") and Anita Kay Riley ("Anita").

### The Brunsting Family Living Trust

Elmer Brunsting and Nelva Brunsting ( herein referred to as "Settlors") created the Brunsting Family Living Trust (the "Trust") on October 10, 1996. The Trust was subsequently restated in its entirety on January 12, 2005. A copy of the Restatement of the Brunsting Family Living Trust ("Restatement") is attached hereto as the first exhibit.

The Trust could be amended during the lifetime of the original Settlors. However, once a Settlor dies, the Trust could not be amended except by court order.

Each Settlor could provide for a different disposition of their share of the Trust by executing a qualified beneficiary designation for that person's share alone.

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**Trustees of the Brunsting Family Living Trust**

The initial trustees of the Trust were Elmer Brunsting and Nelva Brunsting. The Restatement provided that if both original Co-Trustees failed or ceased to serve, then Carl Henry Brunsting and Amy Ruth Tschirhart would serve as Co-Trustees.

Each original Trustee has the right to appoint successor trustees to serve in the event the original Trustee ceases to serve by death, disability, or for any reason, and may specify any conditions on the succession and service as may be permitted by law. The Restatement also provided that the original Trustees may each remove any trustee they have individually named as their respective successor.

On September 6, 2007, a First Amendment to the Restatement to the Brunsting Family Living Trust was executed by Settlors which changed the succession of successor trustees, a copy of which is attached hereto as the second exhibit. This document appointed Carl Henry Brunsting and Candace Louise Curtis as successor co-trustees if both original Trustees fail or cease to serve. If either Carl Henry Brunsting or Candace Louise Curtis should fail or cease to serve, then the remaining successor trustee would serve alone. If neither successor co-trustee is able or willing to serve, then The Frost National Bank shall serve as the sole successor trustee. The First Amendment effectively removed Amy Ruth Tschirhart as the successor co-trustee and substituted Candace Louise Curtis in her place and stead.

Elmer Brunsting died on April 1, 2009, and after her husband's death, Nelva Brunsting served alone as the original trustee.

On December 21, 2010, Nelva Brunsting exercised her right to designate a successor trustee. Nelva Brunsting executed an Appointment of Successor Trustee, a copy of which is attached hereto as the third exhibit. The Appointment of Successor Trustee stated that if Nelva Brunsting resigned as Trustee, then Anita Kay Brunsting would serve as successor trustee, Amy Ruth Tschirhart would serve as the second successor, and The Frost National Bank as the third successor. If Nelva Brunsting fails or ceases to serve as trustee because of her death or disability, then Anita Kay Brunsting and Amy Ruth Tschirhart would serve as successor co-trustees.

On the same date, on December 21, 2010, Nelva Brunsting also exercised her right to resign as Trustee. Specifically, Nelva Brunsting resigned as Trustee of the Trust, the Nelva Brunsting Survivor's Trust and Elmer Brunsting's Decedent's Trust and appointed Anita Kay Brunsting as trustee of the aforementioned Trusts.

**Split of Brunsting Family Living Trust into the Survivor's Trust and the Decedent's Trust**

After Elmer Brunsting's death on April 1, 2009, the Trust split into two trusts—the Nelva Brunsting Survivor's Trust (the "Survivor's Trust") and the Elmer Brunsting Decedent's Trust

(the "Decedent's Trust"). Nelva Brunsting, as the original Trustee, served as Trustee over both the Survivor's and Decedent's Trusts.

There is no power of appointment related to the Trust which was exercised by Elmer Brunsting prior to his death on April 1, 2009.

Pursuant to the Restatement, the beneficiary of the Survivor's Trust, Nelva Brunsting, had an unlimited and unrestricted general power of appointment over the entire principal and any accrued but undistributed income of the Survivor's Trust. This general power of appointment was very broad, and granted the survivor the power to appoint the Survivor's Trust to anyone, outright or in trust, in equal or unequal proportions.

The Decedent's Trust would terminate at the surviving Settlor's death or on the death of Nelva Brunsting. Pursuant to the Restatement, the survivor had a limited testamentary power of appointment to appoint the undistributed principal and income to the descendants of the Settlors only. While Nelva Brunsting (as the surviving Settlor) was restricted to only appointing the assets to her descendants, the assets of the Decedent's Trust could be appointed by Nelva Brunsting (as the surviving Settlor) to her descendants in any proportion and on terms and conditions as the survivor elects.

**Nelva Brunsting's June 15, 2010 Qualified Beneficiary Designation and Exercise of Power of Appointment**

On June 15, 2010, Nelva Brunsting executed a Qualified Beneficiary Designation and Exercise of Power of Appointment under Living Trust Agreement, a copy of which is attached hereto as the fourth exhibit. This document exercised Nelva Brunsting's general power of appointment over the Survivor's Trust and her limited power of appointment over the Decedent's Trust.

Specifically, Nelva Brunsting's exercise appointed the Survivor's Trust and Decedent's Trust to be distributed equally among Nelva and Elmer Brunsting's five (5) children: Candace Louise Curtis, Carol Ann Brunsting, Carl Henry Brunsting, Amy Ruth Tschirhart and Anita Kay Riley. This document also expressed Nelva Brunsting's intent that upon the death of Nelva Brunsting, any funds advanced to Nelva Brunsting's descendants would be deducted from that particular descendant's share of assets received from the Survivor's Trust and Decedent's Trust.

**Nelva Brunsting's August 25, 2010 Qualified Beneficiary Designation and Exercise of Power of Appointment**

On August 25, 2010, Nelva Brunsting executed a Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement, a copy of which is attached hereto as the fifth exhibit. This document appears to have superseded the June 15,



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2010 Qualified Beneficiary Designation and Exercise of Power of Appointment under Living Trust Agreement.

In this document, Nelva Brunsting exercised her general power of appointment over the Survivor's Trust and her limited power of appointment over the Decedent's Trust. The document stated that the Trustee would pay the balance of both the Survivor's and Decedent's Trust equally to each of her five (5) children: Candace Louise Curtis, Carol Ann Brunsting, Carl Henry Brunsting, Amy Ruth Tschirhart and Anita Kay Riley, and such assets would be held in a separate Personal Asset Trust for the benefit of each of her children. With the exception of Carl and Candace, each descendant would be the trustee of their own Personal Asset Trust. Specifically, Amy Ruth Tschirhart, Anita Kay Brunsting and Carol Ann Brunsting would each be the trustee of their own Personal Asset Trust. Anita Kay Riley and Amy Ruth Tschirhart were appointed the co-trustees of the Personal Asset Trust for Carl Henry Brunsting and the Personal Asset Trust for Candace Louise Curtis. The document also detailed the administrative provisions relating to the Personal Asset Trusts for Nelva and Elmer Brunsting's descendants.

The major change that resulted from the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement was that Carl Henry Brunsting and Candace Louis Curtis could not elect to be the individual trustee of their own Personal Asset Trusts. The August 25, 2010 document also provided different administrative provisions for the trusts created for the descendants than those provided under Article X of the Restatement.

Notably, the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement contained a no contest clause which provided a lengthy list of prohibited actions that would fall under such no contest clause. The no contest clause provided that any beneficiary who took such prohibited actions would forfeit their share and be treated as if they predeceased Nelva and Elmer Brunsting.

**The Death of Nelva Brunsting**

Nelva Brunsting died on November 11, 2011, and the Survivor's Trust and Decedent's Trust terminated and were to pass to the Personal Asset Trusts for Candace Louise Curtis, Carol Ann Brunsting, Carl Henry Brunsting, Amy Ruth Tschirhart and Anita Kay Riley. As detailed above, these Personal Asset Trusts were created pursuant to Nelva Brunsting's August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement.

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## CLAIMS

**The Probate Court Claims Filed by Carl Henry Brunsting and Candace Louise Curtis**

Carl Henry Brunsting and Candace Louise Curtis have filed claims against Anita Kay Brunsting, Amy Ruth Brunsting (previously Tschirhart) and Carole Ann Brunsting in the Estate of Nelva E. Brunsting, Deceased, pending in Harris County Probate Court Number Four (4) under Cause Number 412,249 (hereinafter referred to as the "Probate Court Claims").

Carl Henry Brunsting and Candace Louise Curtis' Probate Court Claims are twofold. First, individual tort claims have been asserted against Anita Kay Brunsting, Amy Ruth Brunsting (previously Tschirhart) and Carole Ann Brunsting for actions taken either in their fiduciary capacity or purported actions taken which have harmed Carl and Candace. The second category of Carl and Candace's Probate Court Claims relate to requests for declaratory relief in construing the Brunsting Family Living Trust.

The Probate Court Claims that include individual tort claims against Anita Kay Brunsting, Amy Ruth Brunsting and Carole Ann Brunsting contain multiple questions of fact, which are within the province of the jury. Specifically, Carl Henry Brunsting asserted the following tort claims:

1. Breach of fiduciary duty
2. Conversion
3. Tortious interference with inheritance rights
4. Constructive Trust over Trust assets
5. Fraud, specifically, misrepresentation of facts to Decedent (it is questionable whether Carl and Candace have standing to pursue these claims)
6. Civil Conspiracy
7. Demand for accounting of the Trusts and non-probate accounts
8. Liability of Anita Kay Brunsting, Amy Ruth Brunsting and Carole Ann Brunsting under Texas Property Code § 114.031
9. Removal of Trustees
10. Request for Receivership

The Probate Court Claims asserted by Candace Louise Curtis are as follows:

1. Breach of fiduciary duty
2. Fraud resulting from misrepresentation of material facts to Candace
3. Constructive fraud
4. Money had and received
5. Conversion
6. Tortious interference with inheritance rights
7. Unjust enrichment



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8. Civil Conspiracy
9. Demand for accounting of the Trusts and non-probate accounts

As a result of the above Probate Court Claims containing questions of fact within the province of the jury, the Temporary Administrator has refrained from evaluating such claims.

The questions of law presented in both Carl Henry Brunsting and Candace Louise Curtis' requests for declaratory relief contained in the Probate Court Claims are as follows:

1. Was Nelva Brunsting's December 21, 2010 Resignation of Original Trustee and Appointment of Successor Trustee valid?

2. Were the June 15, 2010 and August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement an inappropriate alteration of the terms of the Trust?

3. Did the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement appoint all of the Trust property?

4. Did the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement revoke the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement?

5. Is the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement effective?

6. Do the pleadings filed by Carl and Candace violate the No Contest Clause and is the No Contest Clause void as against public policy?

Based on the powers granted to Nelva Brunsting in the Restatement, Nelva Brunsting appears to have appropriately exercised her right to resign as the original Trustee of the Trust on December 21, 2010, and appointed the successor trustee, Anita Kay Brunsting.

While the Restatement provided that the Trust could not be amended after the death of Nelva or Elmer Brunsting, this did not preclude Nelva Brunsting from exercising her general and limited power of appointments over the Survivor's Trust and Decedent's Trust. Specifically, it appears that Nelva Brunsting appropriately exercised her general power of appointment over the Survivor's Trust and her limited power of appointment over Decedent's Trust by appointing the assets to her five (5) children in trust by and through the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement. The August 25, 2010 document appears to have superseded and replaced the June 15, 2010 Qualified Beneficiary



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Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement. The Restatement granted Nelva Brunsting the power to appoint such assets in trust and place terms and conditions upon such assets as she desired, including her choice to designate trustees of the Personal Asset Trust of Carl Henry Brunsting and Candace Louise Curtis.

## NO CONTEST CLAUSE PROVISIONS

Any claim by Carl Henry Brunsting and Candace Louise Curtis that Nelva Brunsting lacked capacity and/or was subject to undue influence when she executed the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement are questions of fact that are within the province of the jury. However, the no contest clauses in the Qualified Beneficiary Designation and in the Restatement must be considered.

Section "A." of "MISCELLANEOUS PROVISIONS" of the Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement is a no contest clause that would disinherit any person who, among other things, makes the claims stated above. The provisions of this no contest clause include language that the no contest clause applies even if a court finds that the judicial proceedings in question originated in good faith and with probable cause. This Court will have to rule on the validity of this provision.

Article XI, Section C., of the Restatement is also a no contest provision. The provisions of this no contest clause are similar in result to those stated above in the Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement. Therefore, a successful claim that Nelva Brunsting lacked capacity would still be subject to the no contest provisions of the Restatement. In this event the Court would have to rule on the validity of this provision of the Restatement. In both documents the provision is well written.

A decision by the Court upholding either no contest provision might resolve all other issues.

### The Lawsuit of Carl Henry Brunsting in the District Court Proceeding

Carl Henry Brunsting, in his capacity as Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting, filed claims against Defendants Candace L. Kunz-Freed, Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC (collectively the "Defendants"). These claims of Carl Henry Brunsting were filed in the 164th District Court of Harris County, Texas (hereinafter referred to as the "District Court Claims").

Carl Henry Brunsting asserted the following District Court Claims against Defendants in his live pleading, Plaintiff's Third Amended Petition:

1. Negligence
2. Negligent misrepresentation
3. Breach of fiduciary duty
4. Aiding and abetting



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5. Fraud
6. Conspiracy
7. Deceptive Trade Practices Act ("DTPA") violations

Carl Henry Brunsting also pled tolling, fraudulent concealment and the discovery rule. Carl Henry Brunsting sought damages of actual damages, forfeiture of fees, treble damages and punitive damages, in addition to his attorney's fees.

Carl Henry Brunsting's District Court Claims center around the changes Nelva Brunsting made by and through the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement and the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement.

In response to Plaintiff's District Court Claims, Defendants filed a Motion for Traditional and No–Evidence Summary Judgment on the following bases:

1. Carl Henry Brunsting improperly fractured his legal malpractice claims against Defendants;
2. Carl Henry Brunsting's DTPA claim is barred by the professional services exemption; and
3. Carl Henry Brunsting's negligent misrepresentation claim and DTPA claim fail because Carl Henry Brunsting admits he is not aware of any misrepresentations made by Defendants.

Defendants also moved for a No-Evidence Summary Judgment on the basis that Carl Henry Brunsting has no evidence supporting one or more of the elements on the claims he has asserted.

A Notice of Vacancy of Party and Motion to Abate Proceeding was filed by counsel for Carl Henry Brunsting. Carl Henry Brunsting has filed a resignation as executor of the aforementioned estates. Until a successor executor is appointed, there is no plaintiff to pursue the action against Defendants and no plaintiff to respond to Defendants' summary judgment motions. The issue of who will serve as the successor executor of the Estate of Nelva E. Brunsting and the Estate of Elmer Brunsting must be resolved prior to resolving the claims against Defendants.

A Motion to transfer the district court matter to the probate court where both estates are pending has also been filed, but not yet ruled upon.

## DAMAGES

Actual damages, of course, are disputed. However, the actual distributions from the Trust after Nelva resigned until shortly after she died seemed to be reasonably well documented. Previously an independent investigation resulted in a listing of the payments made from the trust.



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This **REPORT OF MASTER** that was prepared in the case filed in the Southern District of Texas federal court case has the details of the Trust's income, expenses and distributions of stock. A copy of this report is attached hereto as the sixth exhibit.

From this and from changes in the assets of the trust during the period in question the damages can be determined and are basically in three categories.

Transfers of Stock

2,765 shares of Exxon Mobil stock were transferred as follows:

| | | |
|---|---|---|
| | 1, 120 | Amy |
| | 160 | Anita |
| | 160 | Candace |
| | 1, 325 | Carol |
| TOTAL | 2,765 | |

675 shares of Chevron stock were transferred as follows:

| | | |
|---|---|---|
| | 135 | Anita |
| | 135 | Amy's daughter |
| | 135 | Amy's son |
| | 135 | Anita's daughter |
| | 135 | Anita's son |
| TOTAL | 675 | |

It is easy to see that these distributions of stock were not evenly distributed to the five siblings. I have been told that the distributions were in fact early distributions of the recipients share from their future trusts. This could be resolved by giving those siblings that did not receive an equal amount at the time of the distributions an equivalent amount of money to settle the dispute. Of course the issue is further complicated by the fact that the value of the two stocks has changed since the time of the distributions. The proper way to determine the amount to be distributed might be to use the value of the stock on the date of the original distributions or the value on the date that money is paid to the damage sibling, whichever is greater.

Payments To/For Family

Approximately $108,000 were paid to or for the benefit of Amy, Anita and Carol or disputed expenses including approximately $41,000 of trustees' fees and approximately $36,000 of legal fees.

Payments To Carol for Nelva's Care

Approximately $160,000 was paid to Carol during the period in question. I was told that Carol was the primary sibling responsible for Nelva's care.



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## SUMMARY OF DAMAGES

It seems unwise to have made the stock distributions. However, this can be resolved by equalizing the distributions to all the siblings. The issue of trustees' fees can be resolved by comparing the fees to those that are considered as reasonable fees in similar circumstances. The legal fees are obviously justified and will surely increase. The amounts paid to Carol can be examined but should be liberally considered as attributed to Nelva's care and maintenance.

## CONCLUSIONS

All of the legal actions taken by Nelva were within her authority under the broad provisions of the Restatement. Unless Nelva is found to have been incompetent at the time that her legal actions were taken all of the changes made in these documents apply in these proceedings.

If Nelva was incompetent at the time that she took these legal actions then a successor trustee would have been appointed under the terms of the Restatement. No claim of her being incompetent was made at that time.

Furthermore, if Nelva had been incompetent the plaintiff in the District Court case would likely have to show that the defendants knew that she was incompetent. For this and other reasons the case should be moved to the Probate Court.

There are damages for the unequal distribution of the shares of Exxon Mobil and Chevron stock. There may be damages for some of the expenditures for trustees' fees and for payments to Carol. These matters should be resolved by agreement. This may require mediation. The considerable legal fees involved in a trial far outweigh the expenses of a mediation and any compromises made by the parties at the mediation.

## RECOMMENDATIONS

1. Remove the District Court case to the Probate Court. It is important that there not be different results for the same or similar issues that are in the cases currently in the Probate Court.
2. Require mediation. Point out the huge savings that will result from a mediation versus a trial. Possibly, inform the parties that the Court will rule on the no contest clause first if the matter is not settled in the mediation. Since this ruling could go either way both sides would have considerable incentive to settle. A ruling in favor of the no contest clause would essentially make the matters moot and the plaintiffs would take nothing and lose their inheritance.

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# THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

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# THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

## Article I

## Our Family Living Trust

### Section A. The Restatement of Our Trust

This restatement of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas.

We now wish to restate that original trust agreement and any amendments thereto, in their entirety.

This restatement, dated January 12, 2005, shall replace and supersede our original trust agreement ad all prior amendments.

We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

### Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

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



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Our trust may also be known as:

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

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

**Section C. Our Beneficiaries and Family**

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

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

For reference, our children are:

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

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

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

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

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# Article II

# Transfers of Assets to Our Trust

## Section A. Our Initial Contribution

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

## Section B. Additions to Our Trust

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

## Section C. Our Separate and Community Accounts

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

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

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

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



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# Article III

## Our Right to Amend or Revoke This Trust

### Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

### Section B. We May Amend Our Trust

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

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

### Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and



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deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

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# Article IV

# Our Trustees

**Section A. Original Trustees**

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

**Section B. Our Successor Trustees**

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals will serve as Co-Trustees:

CARL HENRY BRUNSTING and A~~MY RUTH TSCHIRHAR~~T

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

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

**Section C. No Bond is Required of Our Trustees**

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

**Section D. Resignation or Removal of Our Trustees**

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

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

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

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

**Section E. Affidavit of Authority to Act**

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



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

_____
Signature Line

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

_____
Notary Public - State of Texas

## Section F. Documentary Succession of Our Trustees

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

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

## Section G. Our Trustees' Compensation

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

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

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

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.





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**Section H. Multiple Trustees**

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

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

**Section I. Delegation of Authority**

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

**Section J. Successor Corporate Trustees**

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

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

**Section K. Partial and Final Distributions**

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

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**Section L. Court Supervision Not Required**

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

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

**Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance**

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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

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

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

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

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

**2. Obtain the Release of Protected Health Information**

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

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

**3. Determination of "Incompetence" or "Incapacity"**

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or





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estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

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

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

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

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or





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such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

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

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

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# Article V

# Insurance Policies and Retirement Plans

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## Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

### 1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

### 2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

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## Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

### 1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

### 2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

### 3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,



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in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

**4. Payor's Liability**

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

## Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

**1. Minimum Distribution**

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

**2. Distribution Restrictions**

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent



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of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

### 3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

### 4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

### 5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

### 6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death



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of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

## 7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.



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# Article VI

## For So Long As We Both Shall Live

### Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

### Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

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Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

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**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.

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# Article VII

# Upon the Death of One of Us

**Section A. Settlement of Affairs**

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

**1. Deceased Founder's Probate Estate**

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative





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of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

**2. Exempt Property Excluded**

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

**3. Apportionment of Payments**

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside



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of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

## Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

### 1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

#### a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

#### b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.



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2. **Creation of the Decedent's Trust**

The Decedent's Trust shall consist of the balance of the trust property.

**Section C. Valuation of Property Distributed to the Survivor's Trust**

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

**Section D. Conversion of Nonproductive Property**

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

**Section E. Survivor's Right to Refuse Property or Powers Granted**

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

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## Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

## Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

### 1. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

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## 2. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

## 3. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan," our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

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# Article VIII

## Administration of the Survivor's Trust

### Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

**1. Survivor's Share One**

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

**2. Survivor's Share Two**

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

### Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

**1. The Surviving Founder's Right to Income**

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.



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## 2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

## 3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

## 4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

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## Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

### 1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

### 2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.



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### 3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

## Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

### 1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.





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The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

**2. Redemption of Treasury Bonds**

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

**3. Coordination with the Personal Representative**

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

**a. Authorized Payments**

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.





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b. **Purchase of Assets and Loans**

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. **Distributions from the Personal Representative**

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

**4. Trustee's Authority to Make Tax Elections**

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. **Alternate Valuation Date**

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. **Deduction of Administration Expenses**

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

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c. **Taxes and Returns**

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

**Section E. Subsequent Administration of the Survivor's Trust**

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

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# Article IX

## Administration of the Decedent's Trust

### Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.

2. **PRINCIPAL**

   a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed $5,000.00.

   b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.

   c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

### Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.



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If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

### Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

### Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the





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appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

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# Article X

## Upon the Death of the Survivor of Us

**Section A. Our Beneficiaries**

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

| Beneficiary | Share |
|---|---|
| CANDACE LOUISE CURTIS | 1/5 |
| CAROL ANN BRUNSTING | 1/5 |
| CARL HENRY BRUNSTING | 1/5 |
| AMY RUTH TSCHIRHART | 1/5 |
| ANITA KAY RILEY | 1/5 |

**Section B. Distribution to our Beneficiaries**

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share created for CANDACE LOUISE CURTIS shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.





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ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.



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iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:



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i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.



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However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.



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3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to



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CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY





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BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.



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In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH



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TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last



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will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on





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such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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**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.



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### Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

### Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

### Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

### Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:



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| Beneficiary | Share % |
| --- | --- |
| CENTRAL COLLEGE OF IOWA<br>Pella, Iowa | 100% |

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

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# Article XI

## Protection of Beneficial Interests

### Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

### Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

### Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.



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Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

**Section D. Our Trustee's Authority to Keep Property in Trust**

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Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

**1. Distributions of Trust Income and Principal**

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

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## 2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

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The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

**3. Termination and Ultimate Distribution**

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

**Section E. Application to Founders**

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

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# Article XII

## Our Trustees' Powers and Authority

### Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

### Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

### Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.



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### Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

### Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

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### Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

### Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In

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determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

### Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

### Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

### Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

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Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

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### Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

### Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

### Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and

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liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

**Agricultural Powers**

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

**Real Estate**

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

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### Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

### Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

### Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

### Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

### Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

### Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

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### Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

### Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

### Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

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The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

### Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

### Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

### Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.





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### Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

### Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

### Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under

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the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

## Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

## Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for inspection or audit only by current, mandatory income beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is entitled to receive a present, mandatory income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.



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The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

**Section F. Trustee's Liability**

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.





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## Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

## Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

## Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

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The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

**Section J. Insured Trustee's Authority**

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented



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by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

**Section K. Estimated Income Tax Payment Allocation**

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

**Section L. Merger of Trusts**

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.



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**Section M. Termination and Distribution of Small Trust**

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

**Section N. Elimination of Duty to Create Identical Trusts**

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

**Section O. Powers of Trustee Subsequent to an Event of Termination**

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

**Section P. Requesting Financial Information of Trust Beneficiaries**

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

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## Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

## Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

### 1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

### 2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

### 3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the

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newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

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# Article XIII

## Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

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4. Founders. The term "Founders" means the "grantors", "trustors", "settlors" or any other name given to the makers of this trust either by law or by popular usage.

5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals, other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.

6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

   The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

   In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.

8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

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10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

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# Article XIV

# Miscellaneous Matters

## Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

## Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

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**Section C. The Rule Against Perpetuities**

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

**Section D. Jurisdiction**

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

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**Section E. Dissolution of Our Marriage**

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

**Section F. Maintaining Property in Trust**

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

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**Section G. Survival**

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

**Section H. Simultaneous Death**

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

**Section I. Changing the Trust Situs**

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

**Section J. Construction**

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

**Section K. Headings of Articles, Sections and Paragraphs**

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

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**Section L. Notices**

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

**Section M. Delivery**

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

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**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.



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**Section S. Elective Deductions**

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005

Elmer H. Brunsting
ELMER H. BRUNSTING, Founder

Nelva E. Brunsting
NELVA E. BRUNSTING, Founder

Elmer H. Brunsting
ELMER H. BRUNSTING, Trustee

Nelva E. Brunsting
NELVA E. BRUNSTING, Trustee





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THE STATE OF TEXAS

COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Charlotte Allman

Notary Public, State of Texas

CHARLOTTE ALLMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2008

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# FIRST AMENDMENT TO THE RESTATEMENT TO THE BRUNSTING FAMILY LIVING TRUST

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

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

2. Article IV, Section B of the said Trust entitled "Our Successor Trustees" is hereby amended so that from henceforth Article IV, Section B is replaced in its entirety with the Article IV, Section B set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996, as restated on January 12, 2005, for all purposes.

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

4. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

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

Elmer H Brunsting
ELMER H. BRUNSTING,
Founder and Trustee

Nelva E Brunsting
NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of September, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Candace L Kunz-Freed
Notary Public, State of Texas

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

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EXHIBIT "A"

# Article IV

# Our Trustees

**Section B. Our Successor Trustees**

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals or entities will serve as Co-Trustees:

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS

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

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

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

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

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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.

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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,



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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.



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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



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participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

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

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

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

WITNESS MY HAND on December 21, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Original Trustee

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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 K Kunz Freed
Notary Public, State of Texas

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

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

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

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

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

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST not previously distributed, as follows:

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

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

**II.** I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Decedent's Trust") the full legal name of which is as follows:

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

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

In the exercise of this limited power of appointment, which is to take effect at my death, my Trustee shall distribute the balance of the principal and net, undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST not previously distributed, as set forth in Roman Numeral I, Section A of this document.



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

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

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

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

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

Nelva E. Brunsting
NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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

SUMMER PEOPLES
Notary Public, State of Texas
My Commission Expires
April 04, 2014

Notary Public, State of Texas





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

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

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

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

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

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

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

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

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

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.

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

**DISTRIBUTION OF TRUST ASSETS**

**A. Beneficiaries**

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

| Beneficiaries | Share |
|---|---|
| CANDACE LOUISE CURTIS | 1/5 |
| CAROL ANN BRUNSTING | 1/5 |
| AMY RUTH TSCHIRHART | 1/5 |
| CARL HENRY BRUNSTING | 1/5 |
| ANITA KAY BRUNSTING | 1/5 |

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## B. Division into Separate Shares

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

### 1. Share for CANDACE LOUISE CURTIS

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

### 2. Share for CAROL ANN BRUNSTING

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

### 3. Share for AMY RUTH TSCHIRHART

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



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

**4. Share for CARL HENRY BRUNSTING**

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

**5. Share for ANITA KAY BRUNSTING**

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

## PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

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



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

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

1. To protect and conserve trust principal;

2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;

3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

4. To protect trust assets and income from claims of and interference from third parties;

5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;





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7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);

8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;

9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and

10. To protect the beneficiary against claims of third parties.

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

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





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

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

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

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





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

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.

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

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

b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.

c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the





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

d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."

e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."

H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added



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

I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable



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

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

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



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

b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"



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

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).

7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)



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

## TRUST PROTECTOR PROVISIONS

A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.

2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.

3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.

B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,





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

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."

3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.

4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."

5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not



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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.

   a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.

   b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").

   c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the



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

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.

7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.

8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.

9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

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

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

E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

## MISCELLANEOUS PROVISIONS

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



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1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;

2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;

3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;

4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;

5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;

6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;

7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,



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

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;

9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

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

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

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

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



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

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

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



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

D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would



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

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

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

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

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.

3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:

   a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.

4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within



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

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

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



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7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

## GENERATION SKIPPING TAX PROVISIONS

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

A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.

B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the



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

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

2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.

3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the





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

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

5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

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





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

## TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:

   a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and

   b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.

3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.

4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise





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

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

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

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:

   a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;

   b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;

   c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or

   d. Abandon Property: Abandonment of such asset.

2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.

3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the





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

C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.

D. Indemnification of Trustee from Trust Assets for Environmental Expenses:

1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.

a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:

(i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;

(ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;

(iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and

(iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.

b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:

(i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and





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(ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.

3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.

F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

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

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



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

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

NELVA E. BRUNSTING,
Founder and Beneficiary

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

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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

Notary Public, State of Texas

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

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

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

# REPORT OF MASTER

# ACCOUNTING OF INCOME/RECEIPTS AND EXPENSES/DISTRIBUTIONS OF THE BRUNSTING FAMILY LIVING TRUST FOR THE PERIOD DECEMBER 21, 2010 THROUGH May 31, 2013

**Report of William G. West, CPA**
**William G. West, P.C.**

**Dated July 31, 2013**

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**REPORT OF ACCOUNTING OF INCOME/RECEIPTS AND EXPENSES/DISTRIBUTIONS OF THE BRUNSTING FAMILY LIVING TRUST**

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**Exhibits**


1. Statement of Income/Receipts and Expenses/Distributions for the period December 21, 2010 through May 31, 2013
2. Detail of Accounts for the period December 21, 2010 through May 31, 2013
3. Stock Distribution Analysis


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## I. Introduction

On February 27, 2012, Candace Curtis filed a pro se complaint in the United States District Court for the Southern District of Texas, alleging the civil torts of breach of fiduciary, extrinsic and constructive fraud and intentional infliction of emotional distress, alleging that the Brunsting Defendants acting as trustees for their parents' trust, failed to notice her of actions affecting her beneficial interests, refused to provide copies of non-protected trust instruments and refused to account for trust assets, or to report on any other acts of administration. On March 8, 2012, Plaintiff's complaint was dismissed under the probate exception to federal diversity jurisdiction. The Plaintiff filed a notice of appeal. On January 30, 2013, the Fifth Circuit Court of Appeals reversed the dismissal. On April 19, 2013, the District Court issued a memorandum and order for preliminary injunction. In the order, the Court ordered the appointment of an independent firm or accountant to gather the financial records of the trust and provide an accounting of the income and expenses of the trust since December 21, 2010. The defendants were ordered to cooperate with the accountant in the process. On May 9, 2013, the Court ordered the appointment of William G. West as master to perform an accounting. Though the injunction order was signed in April, the master received substantial records through May 31, 2013, and has used that date as the ending date for the report. Therefore, the report covers the time period of December 21, 2010, through May 31, 2013, except for any periods for which information was not received as noted later in this report.

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## II. Time Line of Records Received

On or about April 18, 2013, the accounting firm of William G. West, P.C., C.P.A. ("West") was contacted by the court concerning the preparation of the report contained herein since the parties to the suit had not mutually agreed upon the selection of an accountant. After discussing the case with the Judge and a conflict check, West agreed to accept the appointment. West then instructed his attorney to draft and prepare an order appointing him as master to perform an accounting of the income and expenses of the trust since December 21, 2010. This order was signed on May 9, 2013. Shortly thereafter, West reviewed the court docket and read certain pleadings filed in the case. On May 22, 2013, West contacted the attorney for the defendants, Mr. George Vie ("Vie"), to schedule a meeting to discuss the records and the collection of them. On May 29, 2013, West went to Vie's office for the meeting. At the meeting West was given a box of paper records containing bank statements, brokerage statements, statements for dividend reinvestment accounts and tax returns. He was also given a CD which were said to contain pdf copies of most of these records. West was also given a listing of records being turned over and those statements missing or not yet obtained. West was told the missing records were in the process of being obtained. West also requested copies of any electronic accounting or bookkeeping files the defendants may have for the trust. Subsequently, on or about June 4, 2013, West was emailed some Quicken accounting program files which he was able to successfully download and open in order to review. On or about June 6, 2013, West received additional records from Vie. During this time West contacted the plaintiff to discuss the case with her and request copies of any records of the trust she may have in her possession. Towards the end of June, West

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contacted Vie for an update on the status of the receipt of missing records which had yet to be produced. Additional records were promised in the near future. On or about July 1st West received emails from the plaintiff containing pdf copies of various records. West found, that for the most part, he had these records already from Vie (the plaintiff had told West beforehand that most of the records she had, in fact, came from the defendants' attorney, except some her brother had given her). On July 5th Vie sent additional records to West (and pdf copies of same on CD). After review of these records received on July 5th, West sent an email to Vie inquiring as to when additional records would be received. West specifically addressed his concern that there were many bank disbursements for which he had no copies of cancelled checks or paid bill invoices to document said disbursements. On July 15, 2013, West sent another email addressing this same issue and received a letter from Vie in explanation of certain distributions. On July 24, 2013, Vie forwarded several more missing bank statements. Up until the submittal date of this report, West communicated with Vie for clarification on certain deposits or disbursements.

**III. Work Performed by Accountants**

Upon receipt of the first batch of records from Vie, West had his staff reconcile the paper records received with those in pdf on the CD and with the scheduled listing of records turned over and those not yet turned over. When the Quicken files were received and opened, they were download, reviewed and converted into excel spreadsheets for use by West's staff. It is West's opinion that the Quicken files kept by the defendant(s) were more for use as an electronic checkbook to keep bank balances as opposed to a more fully integrated bookkeeping system. To some extent the Quicken files did serve as

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an outline for the subsequent work done by West. West set up a client account in QuickBooks to serve as an accounting database to compile the income and expense report for the trust. Once the chart of accounts was set up, all of the cash receipt and cash disbursement activity reflected on the Quicken files and bank statements were entered into QuickBooks. Some of the disbursements from the bank accounts did not have cancelled checks associated with the bank statements. A great many disbursements did not have support to document them reflecting the recipient, what was being paid for and the like. West had to rely on descriptions he found in the Quicken records, bank statements or elsewhere in the documents given to him. West has also relied on information/explanations supplied to him in a letter by the defendants' attorney dated July 15, 2013. In summary, West was not given unrelated third party documentation for many of the disbursements run through the bank accounts. The entry of these receipts and disbursements was extremely time consuming; Approximately a thousand entries were made into the QuickBooks database in order to record them. These entries were made only after reviewing related documents provided and ascertaining how best to record the entries. Additionally, paid bills or invoices, if present for reviewing, were compared to the bank disbursements.

West was also given brokerage account statements for three Edward Jones accounts and twelve dividend reinvestment accounts for either Chevron or ExxonMobil. West's staff had to do a reconciliation of monthly or quarterly reports for each account and/or transfers between them. This activity was entered via journal entries. The entry of these stock type accounts was also extremely time consuming, approximately five hundred entries were made into the QuickBooks database in order to record them after a careful

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review and analysis of the respective account statements covering a two and a half year time frame. Numerous work papers were prepared to analyze: 1. transfers between accounts; 2. stock dividends reinvested; and, 3. stocks which were either sold or distributed.

West has used his best judgment in classifying the receipts and disbursements into account categories on the income and expense report. West requested that the defendants provide him with all the accounting information of the trust(s) and he is relying upon the belief they have complied and there are no other available records to be turned over. West has relied on the information given to him and interpreted as best he could. West reserves the right to amend the report as needed as new and additional information becomes available.

**IV. Summary of Accounts Reviewed**

For the purposes of this Report, the following bank and stock accounts activity for the applicable periods have been recorded for the preparation of the income and expense report contained herein:

Bank of America account # [redacted]-1143

Bank of America account # [redacted]-3523

Bank of America account # [redacted]-8577

Bank of America account # [redacted]-9546

Bank of America account # [redacted]-6643

Bank of America account # [redacted]-3536

Edward Jones account # [redacted]5-1-6

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Edward Jones account # [redacted]6-1-9

Edward Jones account # [redacted]9-1-8

Chevron dividend reinvestment account (Bank of New York)

Chevron dividend reinvestment account # C[redacted]9415

Chevron dividend reinvestment account # C[redacted]9407

Chevron dividend reinvestment account # C[redacted]9423

John Deere dividend reinvestment account

ExxonMobil dividend reinvestment account # C[redacted]0102

ExxonMobil dividend reinvestment account # C[redacted]6261

ExxonMobil dividend reinvestment account # C[redacted]6287

ExxonMobil dividend reinvestment account # C[redacted]7769

ExxonMobil dividend reinvestment account # C[redacted]7777

ExxonMobil dividend reinvestment account # C[redacted]3319

ExxonMobil dividend reinvestment account # C[redacted]3301

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**V. Report Exceptions and Missing Documents**

In our review, we noted that we did not receive copies of approximately thirteen checks. We relied upon other information provided by the defendants to reflect the payee and categorize the type of expense incurred. We were supplied with a limited number of paid bills and invoices supporting many of the disbursements and payments made. Again we relied on the various types of information provided to us to categorize the type of expense paid. We did not receive monthly statements for payments made on a Bank of America credit card. These payments are reflected in summary on the report (Exhibit 1) and also in

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the detail of accounts (Exhibit 2). The categorization of these payments can be amended should the statements and supporting documents be received.

The following account statements were not received and the activity for the periods has not been recorded in the report:

Bank of America checking accounting #[redacted]-9546, 12/14/2011 to 5/31/13.

Edward Jones account #[redacted]5-1-6, 4/26/2013 to 5/31/2013.

Chevron dividend reinvestment account #[redacted]9423 12/31/2011 to 5/31/2013

ExxonMobil dividend reinvestment account #[redacted]6287 9/30/2012 to 5/31/2013

John Deere dividend reinvestment account (summary provided, but no monthly reports)

Met Life dividend reinvestment account (summary provided, but no monthly reports)

**VI. Stock Distributed/Dividend Reinvestment Account Information**

During the period, a number of Dividend Reinvestment Accounts ("DRP") were maintained. The information we received included accounts with Chevron Corporation ("CVX") shares, Exxon/Mobil Corporation ("XOM") shares, Deere and Company ("DE") shares and MetLife Inc ("MET") shares. When shares were distributed to the beneficiaries or parties in interest, the transaction was accounted for on the QuickBooks database at the fair market value at the time of the distribution or transfer. The fair market value was determined from historical records of stock prices at the close of the date of the transaction. These amounts may or may not be the actual amounts realized by the individuals receiving the stock. Please refer to Exhibit 3 in relation to this section.

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At the beginning of the review period, there were 1,292.2088 shares of CVX and 4,010.20048 shares of XOM according to the records we received. According to account information provided to us 95 shares of MET were attributable to the estate and 9.5807 shares of DE were never transferred to the Nelva Brunsting Survivor's Trust.

During the review period, 675 shares of CVX were transferred as follows:

Anita Brunsting received 135 shares
Ann Brunsting UGMA received 135 shares
Jack Brunsting UGMA received 135 shares
Katie Riley UGMA received 135 shares
Luke Riley received 135 shares.

During the review period, 2,675 shares of XOM were transferred as follows:

Amy Brunsting received 1,120 shares
Carole Brunsting received 1,325 shares
Anita Brunsting received 160 shares
Candy Curtis received 160 shares.

Dividends were reinvested in stocks purchased at the fair market values at the time of the transactions as follows:

CVX shares purchased were 84.83095
XOM shares purchased were 60.51429
DE shares purchased were 0.04946

Partial shares were sold as follows:

XOM shares sold were 0.79847
DE shares sold were 0.9117

612 CVX shares were maintained in an account not under control of Anita Brunsting at the beginning of the review period, but were eventually transferred into the main CVX DRP account. A final accounting of 37.131 shares of CVX stock could not be determined since reports after 12/31/2011 were unavailable for one of the DRP accounts.

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4.42786 shares of XOM were unaccounted for because reports after 9/30/2012 were unavailable from one of the DRP accounts.

95 shares of MET were attributed to the trust information, however the only reports reflecting information on these shares were dated late in the review period and did not show whether the shares were available to the estate at the beginning of the period.

Only 0.04946 shares of DE were attributed to the estate at the end of the period. No reports reflected the balance as of the beginning of the period and 8.669 shares were not accounted for during the period.

At the end of the review period, 1,276.88344 shares of CVX, 1,300.25643 shares of XOM, 0.04946 shares of DE and 95 shares of MET were available to the trust.

**VII. Comments on Certain Accounts**

In the Income/Receipts section of the report there are accounts titled *Long Term Capital Gains– Funds and Short Term Capital Gains– Funds.* These amounts do not represent sales made by the Trust, per se, but rather sales of securities made by stock or bond funds held in the Trust accounts and then passed on to the Trust.

In the Expense/Distributions section of the report there is an account titled *Cash/Check to Family Members*. This account represents cash, checks, electronic fund transfers paid or sent to family members or payments made for the benefit of family members, as best as West could ascertain. In Exhibit 2, the detail of accounts, there is a

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listing of the payments found that fit this account category. In the information provided to West, *many* of the payments are noted as *reimbursement* to family members for expenses (trustee fees, legal fees, repairs, work performed, etc.) incurred on behalf of the trust and are noted as such in the memo section of the detail of accounts. Also the July 15, 2013, letter from Vie in explanation of certain distributions is referenced here in regard to certain distributions. It is important to note this section lists distributions out of bank accounts to or for the benefit of family members. It does not list distributions of stock which are listed separately in the last section of the Statement of Income/Receipts and Expenses/Distributions and the related Section VI above and in Exhibit 3.

An account titled *Payments to Credit Cards* is included in the Expense/Distributions section of the report. This account reflects payments made on credit cards for which we could not find supporting documentation *or* ascertain how the amounts should be allocated to other Expense/Disbursement accounts. Section V above addresses Bank of America credit card payments and lack of statements and supporting documents. There were also payments to a Bluebonnet credit card account (also referenced as "Cardmember Services" in information given to us), for which we were given monthly statements and some supporting documentation. Due to the general lack of supporting documents for these payments they have been placed into this account.

**VIII. Summation**

In this case I have been asked to prepare an accounting to help the Court consider the issues in dispute. I have undertaken an analysis of the books and records provided to me. It

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is my belief that all my requests for information from the various parties were reasonable and that I made it clear I wanted all available records. This report has been based on all records received to date. The report can be amended should additional records be received if so directed by the Court. This report has been made in good faith.

Respectfully submitted on this 31st day of July, 2013.

**William G. West**

William G. West

12345 Jones Rd., Suite 120
Houston, TX 77070

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# EXHIBIT 1

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# Brunsting Family Living Trust

## Statement of Income/Receipts & Expenses/Disbursements

**December 21, 2010 through May 31, 2013**

| | |
|---|---|
| **Income/Receipts** | |
| Farm/Rental Income | $127,790.41 |
| Investment Income | |
| Dividend Income | 28,321.46 |
| Interest Income | 3,085.05 |
| Long Term Capital Gains - Funds | 1,047.31 |
| Short Term Capital Gains- Funds | 489.10 |
| Stock Sales less Broker Fees | 183,662.79 |
| Total Investment Income | 216,605.71 |
| Miscellaneous Income | 6,460.73 |
| Pension Income | 8,303.58 |
| Proceeds from Sale of Home | 433,392.05 |
| Social Security Income | 17,800.00 |
| Tax Refunds | 19,816.87 |
| **Total Income/Receipts** | 830,169.35 |
| **Expenses/Disbursements** | |
| Automobile Expense | 2,965.76 |
| Bank & Brokerage Charges | 8,540.62 |
| Checks/Cash to Family Members | 108,924.91 |
| Dues and Subscriptions | 278.47 |
| Food/Dining/Groceries | 5,958.67 |
| Funeral | 3,556.29 |
| Household | 1,237.20 |
| Insurance Expense | 4,737.88 |
| Lawn Care | 1,262.00 |
| Legal Fees | 36,312.44 |
| Medical Expenses | |
| In Home Care | 119,232.61 |
| Medical Supplies | 65.47 |
| Medical Expenses - Other | 2,568.98 |
| Total Medical Expenses | 121,867.06 |
| Miscellaneous Expenses | 6,753.72 |
| Office Supplies | 63.70 |
| Payments to Credit Cards | |
| Bank of America Credit Cards | 14,042.99 |
| Bluebonnet Credit Union Cred Cd | 11,986.96 |
| Total Payments to Credit Cards | 26,029.95 |

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**Brunsting Family Living Trust**

# Statement of Income/Receipts & Expenses/Disbursements

**December 21, 2010 through May 31, 2013**

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| | |
|---|---|
| **Personal Care** | 798.14 |
| **Pet Care** | |
| **Pet Food and Supplies** | 69.68 |
| **Veterinary Expenses** | 1,976.24 |
| **Total Pet Care** | 2,045.92 |
| **Postage** | 78.15 |
| **Professional Fees** | 7,563.86 |
| **Repairs and Maintenance** | 783.31 |
| **Supplies** | 29.83 |
| **Taxes** | |
| **Taxes - Federal** | 53,416.00 |
| **Taxes - Property** | 9,811.99 |
| **Taxes - State** | 4,793.00 |
| **Total Taxes** | 68,020.99 |
| **Telephone Expense** | 4,519.17 |
| **Utilities** | |
| **Cable TV** | 776.41 |
| **Electricity** | 2,259.90 |
| **Gas** | 942.66 |
| **Water** | 2,537.22 |
| **Total Utilities** | 6,516.19 |
| **Total Expenses/Disbursements** | 418,844.23 |
| **Net of Income/Receipts & Expenses/Disbursements** | 411,325.12 |
| **Less Stock Distributed to Family Members** | |
| **Value of Stock Transferred Out** | 298,976.80 |
| **Net of Income/Receipts & Expenses/Disbursements Less Value of Stock Distributed** | **$112,348.32** |

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# EXHIBIT 2

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# Brunsting Family Living Trust
## Detail of Accounts
12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| **Ordinary Income/Expense** | | | | | | | |
| **Income** | | | | | | | |
| **Farm/Rental Income** | | | | | | | |
| General Journal | 3/1/2011 | EJ20120458 | | Invest inc - Farm | 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 | 26,437.50 | 57,487.90 |
| General Journal | 1/11/2013 | EJ20120437 | | Farm Rent | Elmer | 13,902.51 | 71,390.41 |
| General Journal | 3/2/2013 | EJ20120450 | | Farm Rent | Elmer | 29,962.50 | 101,352.91 |
| General Journal | 3/5/2013 | EJ20120438 | | Farm Rent | Elmer | 26,437.50 | 127,790.41 |
| Total Farm/Rental Income | | | | | | 127,790.41 | 127,790.41 |
| **Investment Income** | | | | | | | |
| **Dividend Income** | | | | | | | |
| General Journal | 12/21/2010 | EJ20101223 | | Dividends on Capital Income Builder Fund A | Survivor | 60.19 | 60.19 |
| General Journal | 12/22/2010 | EJ20101212 | | Dividends on Dodge & Cox Intl Stock Fund | Elmer | 368.36 | 428.55 |
| General Journal | 12/22/2010 | EJ20101212 | | Dividends on Dodge & Cox Income Fund | Elmer | 325.77 | 754.32 |
| General Journal | 12/27/2010 | EJ20101213 | | Dividend on Investment Co of America Cl F1 | Elmer | 112.43 | 866.75 |
| General Journal | 12/27/2010 | EJ20101213 | | Dividend on Pioneer Fund Cl Y | Elmer | 62.73 | 929.48 |
| General Journal | 12/28/2010 | EJ20101214 | | Dividend on New World Fund Cl F1 | Elmer | 77.32 | 1,006.80 |
| General Journal | 12/30/2010 | EJ20101215 | | Dividend on Oppnhmr Cmd Strat Ttl Rtn Cl Y | Elmer | 200.58 | 1,207.38 |
| General Journal | 12/31/2010 | EJ20101216 | | Dividend from Oppenheimer Intl Bond Fund Y | Elmer | 33.39 | 1,240.77 |
| General Journal | 12/31/2010 | EJ20101216 | | Dividend on Money Market | Elmer | 0.01 | 1,240.78 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in Fed Money Market Instl Cl | Elmer | 0.05 | 1,240.83 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in DWS Small Cap Value Fund Instl | Elmer | 4.39 | 1,245.22 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in ING Global Real Estate Fund I | Elmer | 146.39 | 1,391.61 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in JPMorgan Core Bond Fund | Elmer | 78.79 | 1,470.40 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in JP Morgan High Yield Fd | Elmer | 35.40 | 1,505.80 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in T Rowe Price New Inc Fd | Elmer | 73.83 | 1,579.63 |
| General Journal | 1/28/2011 | EJ20110128 | | Dividends on Dow Chemical Co | Survivor | 24.60 | 1,604.23 |
| General Journal | 1/31/2011 | EJ20110130 | | Dividends on Stryker Corp | Survivor | 33.51 | 1,637.74 |
| General Journal | 2/1/2011 | EJ 20110201 | | Dividends on Deere & Co Stk | Survivor | 573.65 | 2,211.39 |
| General Journal | 2/1/2011 | EJ20110201 | | Dividends from JPMorgan Core Bond Fund | Elmer | 75.01 | 2,286.40 |
| General Journal | 2/1/2011 | EJ20110201 | | Dividends from JPMorgan High Yield Fund | Elmer | 31.82 | 2,318.22 |
| General Journal | 2/1/2011 | EJ20110201 | | Dividends from Oppenheimer Intl Bond Fund | Elmer | 26.65 | 2,344.87 |
| General Journal | 2/1/2011 | EJ20110201 | | Dividends from T Rowe Price New Income Fund | Elmer | 63.83 | 2,408.70 |
| General Journal | 3/1/2011 | EJ20110301 | | Dividends on JPMorgan Core Bond Fund | Elmer | 73.22 | 2,481.92 |
| General Journal | 3/1/2011 | EJ20110301 | | Dividends on JPMorgan High YieldFd | Elmer | 28.77 | 2,510.69 |
| General Journal | 3/1/2011 | EJ20110301 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 25.14 | 2,535.83 |
| General Journal | 3/1/2011 | EJ20110301 | | Dividends on T Rowe Price New Income Fund | Elmer | 66.69 | 2,602.52 |
| General Journal | 3/7/2011 | EJ20110304 | | Dividend on Investment Co of America Cl F1 | Elmer | 81.32 | 2,683.84 |
| General Journal | 3/10/2011 | EJ20110321 | | Dividends on Chevron Corp | Survivor | 66.96 | 2,750.80 |
| General Journal | 3/11/2011 | DR12110301 | | Dividends on Chevron Stock | Family | 930.39 | 3,681.19 |
| General Journal | 3/21/2011 | EJ20110322 | | Dividends on Capital Income Builder Fund A | Survivor | 40.69 | 3,721.88 |
| General Journal | 3/25/2011 | EJ20110307 | | Dividends on Columbia Mid Cap Value Fd Cl Z | Elmer | 5.86 | 3,727.74 |
| General Journal | 3/25/2011 | EJ20110307 | | Dividends on DWS Small Cap Value Fund Instl | Elmer | 29.55 | 3,757.29 |
| General Journal | 3/25/2011 | EJ20110307 | | Dividends on Pioneer Fund Cl Y | Elmer | 55.34 | 3,812.63 |
| General Journal | 3/28/2011 | EJ20110309 | | Dividends From Thornburg Invt Value Fd | Elmer | 4.67 | 3,817.30 |
| General Journal | 3/29/2011 | EJ20110310 | | Dividends from Dodge & Cox Income Fund | Elmer | 273.60 | 4,090.90 |
| General Journal | 3/30/2011 | EJ20110311 | | Dividends on T Rowe Price Equity Fd | Elmer | 68.64 | 4,159.54 |
| General Journal | 4/1/2011 | EJ20110401 | | Dividends on JPMorgan Core Bond Fund | Elmer | 75.49 | 4,235.03 |
| General Journal | 4/1/2011 | EJ20110401 | | Dividends on JPMorgan High Yield Fd | Elmer | 33.22 | 4,268.25 |
| General Journal | 4/1/2011 | EJ20110401 | | Dividends on Oppenheimer Intl Bond Fund | Elmer | 26.87 | 4,295.12 |
| General Journal | 4/1/2011 | EJ20110401 | | Dividends on T Rowe Price New Income Fund | Elmer | 66.69 | 4,361.81 |
| General Journal | 4/4/2011 | EJ20110402 | | Dividends on ING Global Real Estate Fund I | Elmer | 54.86 | 4,416.67 |
| General Journal | 4/29/2011 | EJ20110425 | | Dividends on Stryker Corp | Survivor | 33.62 | 4,450.29 |
| General Journal | 4/29/2011 | EJ20110425 | | Dividends on Dow Chemical Corp | Survivor | 24.60 | 4,474.89 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on Deere & Co | Survivor | 435.05 | 4,909.94 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on JPMorgan Core Bond Fund | Elmer | 73.68 | 4,983.62 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 34.05 | 5,017.67 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 27.64 | 5,045.31 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on T Rowe Price New Income Fund | Elmer | 72.37 | 5,117.68 |
| General Journal | 6/1/2011 | EJ20110601 | | Dividends on JPMorgan Core Bond Fund | Elmer | 75.94 | 5,193.62 |
| General Journal | 6/1/2011 | EJ20110601 | | Dividends on JPMorgan High Yield Fund | Elmer | 33.56 | 5,227.18 |
| General Journal | 6/1/2011 | EJ20110601 | | Dividends on Oppenheimer Intl Bond Fund | Elmer | 26.54 | 5,253.72 |
| General Journal | 6/1/2011 | EJ20110601 | | Dividends on T Rowe Price New Income Fund | Elmer | 66.95 | 5,320.67 |
| General Journal | 6/10/2011 | EJ20110622 | | Dividend Reinvestment on XOM Stk 7777 | Survivor | 461.53 | 5,782.20 |
| General Journal | 6/10/2011 | EJ20110622 | | Dividend Reinvestment on CVX Stk | Nelva | 547.75 | 6,329.95 |
| General Journal | 6/10/2011 | EJ20110622 | | Dividend Reinvestment on CVX Stk 9415 | Elmer | 461.45 | 6,791.40 |
| General Journal | 6/13/2011 | EJ20110602 | | Dividends on Investment Co of America Cl F1 | Elmer | 81.34 | 6,872.74 |
| General Journal | 6/23/2011 | EJ20110603 | | Dividends on Columbia Mid Cap Value Fd Cl Z | Elmer | 13.58 | 6,886.32 |
| General Journal | 6/24/2011 | EJ20110605 | | Dividends on Pioneer Fund | Elmer | 70.20 | 6,956.52 |
| General Journal | 6/28/2011 | EJ20110608 | | Dividends on Dodge & Cox Income Fund | Elmer | 264.88 | 7,221.40 |
| General Journal | 6/29/2011 | EJ20110609 | | Dividends on T Rowe Price Equity Income Fd | Elmer | 83.36 | 7,304.76 |
| General Journal | 7/1/2011 | EJ20110701 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 71.68 | 7,376.44 |
| General Journal | 7/1/2011 | EJ20110701 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 30.38 | 7,406.82 |
| General Journal | 7/1/2011 | EJ20110701 | | Dividends on Oppenheimer Intl Bond Fund | Elmer | 27.12 | 7,433.94 |
| General Journal | 7/1/2011 | EJ20110701 | | Dividends on T Rowe Price New Income Fund | Elmer | 70.47 | 7,504.41 |
| General Journal | 7/5/2011 | EJ20110702 | | Dividends on ING Global Real Estate Fund I | Elmer | 52.94 | 7,557.35 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on Deere & Co | Survivor | 254.20 | 7,811.55 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 69.82 | 7,881.37 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 31.82 | 7,913.19 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 27.92 | 7,941.11 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on T Rowe Price New Income Fund | Elmer | 69.49 | 8,010.60 |
| General Journal | 9/1/2011 | EJ20110901 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 73.97 | 8,084.57 |
| General Journal | 9/1/2011 | EJ20110901 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 32.63 | 8,117.20 |
| General Journal | 9/1/2011 | EJ20110901 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 25.71 | 8,142.91 |
| General Journal | 9/1/2011 | EJ20110901 | | Dividends on T Rowe Price New Income Fund | Elmer | 70.82 | 8,213.73 |
| General Journal | 9/9/2011 | EJ20110136 | | Exxon Invest Inc | Survivor | 274.01 | 8,487.74 |



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# Brunsting Family Living Trust
## Detail of Accounts
**12/21/2010-05/31/2013**

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| General Journal | 9/9/2011 | EJ20110921 | | Dividend Reinvestment of XOM Stk 7777 | Survivor | 313.80 | 8,801.54 |
| General Journal | 9/9/2011 | EJ20110921 | | Dividend Reinvestment of Chevron Stk | Nelva | 28.50 | 8,830.04 |
| General Journal | 9/9/2011 | EJ20110921 | | Dividend Reinvestment of Chevron Stk 9415 | Elmer | 465.04 | 9,295.08 |
| General Journal | 9/19/2011 | EJ20110904 | | Dividends on Investment Co of America Cl F1 | Elmer | 83.95 | 9,379.03 |
| General Journal | 9/23/2011 | EJ20110908 | | Dividend on Pioneer Fund Cl Y | Elmer | 78.19 | 9,457.22 |
| General Journal | 9/27/2011 | EJ20110907 | | Dividends on Columbia Mid Cap Value Fd Cl Z | Elmer | 14.76 | 9,471.98 |
| General Journal | 9/28/2011 | EJ20110909 | | Dividends on Dodge & Cox Income Fund | Elmer | 186.06 | 9,658.04 |
| General Journal | 9/29/2011 | EJ20110910 | | Dividends on T Rowe Price Equity Income Fd | Elmer | 88.37 | 9,746.41 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 42.25 | 9,788.66 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 28.14 | 9,816.80 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 26.16 | 9,842.96 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on Pimco Tot Ret Fd IV Inst Cl | Elmer | 2.25 | 9,845.21 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on T Rowe Price New Income Fund | Elmer | 65.22 | 9,910.43 |
| General Journal | 10/4/2011 | EJ20111002 | | Dividends on ING Global Real Estate Fund I | Elmer | 49.75 | 9,960.18 |
| General Journal | 10/4/2011 | EJ20111002 | | Dividends on Loomis Sayles Invt Grade Bd Y | Elmer | 27.14 | 9,987.32 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on Deere & Co | Survivor | 254.20 | 10,241.52 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 42.38 | 10,283.90 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 27.09 | 10,310.99 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 22.68 | 10,333.67 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on Pimco Tot Ret Fd IV Inst Cl | Elmer | 10.42 | 10,344.09 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on T Rowe Price New Income Fund | Elmer | 50.00 | 10,394.09 |
| General Journal | 11/2/2011 | EJ20111102 | | Dividends on Loomis Sayles Invt Grade Bd Y | Elmer | 28.43 | 10,422.52 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividend on JP Morgan Core Bond | Elmer | 40.15 | 10,462.67 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividend on JP Morgan High Yield | Elmer | 29.67 | 10,492.34 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividend on Oppenheimer Intl Bd | Elmer | 23.27 | 10,515.61 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividend on Pimco Total Return IV | Elmer | 13.84 | 10,529.45 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividend on T Rowe Price New Income | Elmer | 50.92 | 10,580.37 |
| General Journal | 12/2/2011 | EJ20111213 | | Dividend on Loomis Sayles Inv Grade Bd | Elmer | 28.43 | 10,608.80 |
| General Journal | 12/9/2011 | EJ20110152 | | Exxon Div Income | Survivor | 274.01 | 10,882.81 |
| General Journal | 12/9/2011 | EJ20111215 | | Dividend on MFS Research International | Elmer | 335.71 | 11,218.52 |
| General Journal | 12/9/2011 | EJ20111221 | | Dividend Reinvestment of XOM Stk 7777 | Survivor | 315.83 | 11,534.35 |
| General Journal | 12/9/2011 | EJ20111221 | | Dividend Reinvestment of Chevron Stk | Nelva | 29.84 | 11,564.19 |
| General Journal | 12/9/2011 | EJ20111221 | | Dividend Reinvestment of Chevron Stk 9415 | Elmer | 487.02 | 12,051.21 |
| General Journal | 12/13/2011 | EJ20111216 | | Dividend on Columbia Mid Cap Value | Elmer | 26.01 | 12,077.22 |
| General Journal | 12/14/2011 | EJ20111217 | | Dividend on T Rowe Prce Equity Income | Elmer | 95.96 | 12,173.18 |
| General Journal | 12/20/2011 | EJ20111220 | | Dividend on DWS Small Cap Value | Elmer | 66.58 | 12,239.76 |
| General Journal | 12/21/2011 | EJ20111221 | | Dividend on Dodge & Cox Intl Stock | Elmer | 580.68 | 12,820.44 |
| General Journal | 12/21/2011 | EJ20111221 | | Dividend on Dodge & Cox Income | Elmer | 196.04 | 13,016.48 |
| General Journal | 12/22/2011 | EJ20111222 | | Dividend on Oppengeimer Common Strat Total Ret | Elmer | 285.22 | 13,301.70 |
| General Journal | 12/23/2011 | EJ20111223 | | Dividend on Investment Co of America | Elmer | 116.38 | 13,418.08 |
| General Journal | 12/23/2011 | EJ20111223 | | Dividend on Pioneer Fund | Elmer | 95.42 | 13,513.50 |
| General Journal | 12/27/2011 | EJ20111224 | | Dividend on Thornburg Value | Elmer | 7.84 | 13,521.34 |
| General Journal | 12/28/2011 | EJ20111225 | | Dividend on Loomis Sayles Inv Grade Bd | Elmer | 67.05 | 13,588.39 |
| General Journal | 12/28/2011 | EJ20111225 | | Dividend on New World | Elmer | 73.75 | 13,662.14 |
| General Journal | 12/30/2011 | EJ20111226 | | Dividend on Oppenheimer Intl Bd | Elmer | 118.46 | 13,780.60 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on JP Morgan Fed Money Mkt | Elmer | 0.03 | 13,780.63 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on ING Global Real Estate | Elmer | 39.90 | 13,820.53 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on JP Morgan Core Bond | Elmer | 41.21 | 13,861.74 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on JP Morgan High Yield | Elmer | 30.00 | 13,891.74 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on JP Pimco Total Return IV | Elmer | 13.97 | 13,905.71 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on T Rowe Price New Income | Elmer | 57.12 | 13,962.83 |
| General Journal | 1/10/2012 | EJ20120104 | | Dividends on Pimco Total Return IV | Elmer | 2.85 | 13,965.68 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on JPMorgan Core Bond Select Cl | Elmer | 37.79 | 14,003.47 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on JPMorgan High Yield Select Cl | Elmer | 25.27 | 14,028.74 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on Oppenheimer Intle Bd | Elmer | 25.02 | 14,053.76 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on Pimco Total Return IV INst Cl | Elmer | 15.86 | 14,069.62 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on T Rowe Price New Income | Elmer | 47.63 | 14,117.25 |
| General Journal | 2/2/2012 | EJ20120202 | | Dividends on Loomis Sayles Inv Grade Bd Y | Elmer | 27.89 | 14,145.14 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on JP Morgan Core Bond Select Cl | Elmer | 36.71 | 14,181.85 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on JP Morgan High Yield Select Cl | Elmer | 27.26 | 14,209.11 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on Oppenheimer Intl Bd | Elmer | 23.99 | 14,233.10 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on Pimco Total Return IV Inst Cl | Elmer | 17.35 | 14,250.45 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on T Rowe Price New Income | Elmer | 49.53 | 14,299.98 |
| General Journal | 3/2/2012 | EJ20120302 | | Dividends on Loomis Sayles Inv Grade Bd Y | Elmer | 27.36 | 14,327.34 |
| General Journal | 3/7/2012 | EJ20110154 | | Exxon div income | Survivor | 274.01 | 14,601.35 |
| General Journal | 3/9/2012 | EJ20120321 | | Dividend Reinvestment of XOM Stk 7777 | Survivor | 317.68 | 14,919.03 |
| General Journal | 3/9/2012 | EJ20120321 | | Dividend Reinvestment of CVX Stk 9415 | Survivor | 490.82 | 15,409.85 |
| General Journal | 3/15/2012 | EJ20120304 | | Dividends on Investment Co of America | Elmer | 78.17 | 15,488.02 |
| General Journal | 3/23/2012 | EJ20120305 | | Dividends on Pioneer Fund | Elmer | 77.25 | 15,565.27 |
| General Journal | 3/26/2012 | EJ20120306 | | Dividends on Columbia Mid Cap Value | Elmer | 10.25 | 15,575.52 |
| General Journal | 3/28/2012 | EJ20120307 | | Dividends on Dodge & Cox Income | Elmer | 189.13 | 15,764.65 |
| General Journal | 3/28/2012 | EJ20120307 | | Dividends on T Rowe Price Equity | Elmer | 93.48 | 15,858.13 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on JP Morgan Core Bond | Elmer | 37.99 | 15,896.12 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on JP Morgan High Yield | Elmer | 28.66 | 15,924.78 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on Oppenheimer Intl Bd | Elmer | 27.30 | 15,952.08 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on Pimco Total Return IV | Elmer | 17.89 | 15,969.97 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on T Rowe Price New Income | Elmer | 51.76 | 16,021.73 |
| General Journal | 4/3/2012 | EJ20120402 | | Dividends on ING Global Real Estate | Elmer | 42.05 | 16,063.78 |
| General Journal | 4/3/2012 | EJ20120402 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.75 | 16,091.53 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on JP Morgan Core Bond | Elmer | 34.52 | 16,126.05 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on JP Morgan High Yield | Elmer | 23.81 | 16,149.86 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on Oppenheimer Intl Bd | Elmer | 22.93 | 16,172.79 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on Pimco Total Return IV | Elmer | 14.59 | 16,187.38 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on T Rowe Price New Income | Elmer | 47.45 | 16,234.83 |
| General Journal | 5/2/2012 | EJ20120502 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.39 | 16,262.22 |
| General Journal | 6/1/2012 | EJ20120601 | | Dividends on JP Morgan Core Bond | Elmer | 33.99 | 16,296.21 |
| General Journal | 6/1/2012 | EJ20120601 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 57.74 | 16,353.95 |
| General Journal | 6/1/2012 | EJ20120601 | | Dividends on Oppenheimer Intl Bd | Elmer | 24.63 | 16,378.58 |

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# 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 Dodg & Cox Income | Elmer | 128.94 | 18,287.21 |
| General Journal | 6/28/2012 | EJ20120610 | | Dividends on T Rowe Price Equity Income | Elmer | 96.35 | 18,383.56 |
| General Journal | 6/29/2012 | EJ20120611 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 58.09 | 18,441.65 |
| General Journal | 7/2/2012 | EJ20120701 | | Dividends on JP Morgan Core Bond | Elmer | 32.90 | 18,474.55 |
| General Journal | 7/2/2012 | EJ20120701 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.05 | 18,491.60 |
| General Journal | 7/2/2012 | EJ20120701 | | Dividends on Pimco Total Return IV | Elmer | 14.25 | 18,505.85 |
| General Journal | 7/2/2012 | EJ20120701 | | Dividends on T Rowe Price New Income | Elmer | 46.81 | 18,552.66 |
| General Journal | 7/3/2012 | EJ20120702 | | Dividends on ING Global Real Estate | Elmer | 51.95 | 18,604.61 |
| General Journal | 7/3/2012 | EJ20120702 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 26.87 | 18,631.48 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on JPMorgan Fed Mon Mkt | Elmer | 0.04 | 18,631.52 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on JPMorgan Core Bond | Elmer | 35.33 | 18,666.85 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 58.45 | 18,725.30 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on Oppenheimer Intl Bd | Elmer | 16.06 | 18,741.36 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on Pimco Total Return IV | Elmer | 11.10 | 18,752.46 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on T Rowe Price New Income | Elmer | 42.96 | 18,795.42 |
| General Journal | 8/2/2012 | EJ20120802 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.14 | 18,822.56 |
| General Journal | 9/4/2012 | EJ20120901 | | Dividends on JP Morgan Core Bond | Elmer | 33.06 | 18,855.62 |
| General Journal | 9/4/2012 | EJ20120901 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 58.81 | 18,914.43 |
| General Journal | 9/4/2012 | EJ20120901 | | Dividends on Oppenheimer Intl Bd | Elmer | 18.18 | 18,932.61 |
| General Journal | 9/4/2012 | EJ20120901 | | Dividends on Pimco Total Return IV | Elmer | 11.75 | 18,944.36 |
| General Journal | 9/4/2012 | EJ20120901 | | Dividends on T Rowe Price New Income | Elmer | 46.82 | 18,991.18 |
| General Journal | 9/5/2012 | EJ20120902 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.89 | 19,019.07 |
| General Journal | 9/10/2012 | 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 | EJ20120908 | | Dividends on Columbia Mid Cap Value | Elmer | 40.07 | 20,613.87 |
| General Journal | 9/26/2012 | EJ20120908 | | Dividends on Dodge & Cox Income | Elmer | 124.92 | 20,738.79 |
| General Journal | 9/27/2012 | EJ20120909 | | Dividends on T Rowe Price Equity Income | Elmer | 89.99 | 20,828.78 |
| General Journal | 9/28/2012 | EJ20120910 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 59.16 | 20,887.94 |
| General Journal | 10/1/2012 | EJ20121001 | | Dividends on JP Morgan Core Bond | Elmer | 31.95 | 20,919.89 |
| General Journal | 10/1/2012 | EJ20121001 | | Dividends on Oppenheimer Intl Bd | Elmer | 13.87 | 20,933.76 |
| General Journal | 10/1/2012 | EJ20121001 | | Dividends on Pimco Total Return IV | Elmer | 9.14 | 20,942.90 |
| General Journal | 10/1/2012 | EJ20121001 | | Dividends on T Rowe Price New Income | Elmer | 36.25 | 20,979.15 |
| General Journal | 10/2/2012 | EJ20121002 | | Dividends on ING Global Real Estate | Elmer | 46.97 | 21,026.12 |
| General Journal | 10/2/2012 | EJ20121002 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 26.30 | 21,052.42 |
| General Journal | 10/9/2012 | EJ20121004 | | Dividends on Capital World Bond | Elmer | 23.09 | 21,075.51 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on JP Morgan Core Bond | Elmer | 30.84 | 21,106.35 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 59.51 | 21,165.86 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.63 | 21,183.49 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on Pimco Total Return IV | Elmer | 12.79 | 21,196.28 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on T Rowe Price New Income | Elmer | 40.84 | 21,237.12 |
| General Journal | 11/2/2012 | EJ20121102 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 26.21 | 21,263.33 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on JP Morgan Core Bond | Elmer | 30.90 | 21,294.23 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 59.87 | 21,354.10 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.62 | 21,371.72 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on Pimco Total Return IV | Elmer | 13.77 | 21,385.49 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on T Rowe Price New Income | Elmer | 42.81 | 21,428.30 |
| General Journal | 12/4/2012 | EJ20121202 | | Dividends on Loomis Sales Inv Grade Bd | Elmer | 26.84 | 21,455.14 |
| General Journal | 12/4/2012 | EJ20121202 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 60.23 | 21,515.37 |
| General Journal | 12/7/2012 | EJ20121204 | | Dividends on Blackrock Cap App | Elmer | 45.22 | 21,560.59 |
| General Journal | 12/7/2012 | EJ20121204 | | Dividends on Oppenheimer Rising Divid Fd Y | Elmer | 57.90 | 21,618.49 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment XOM Stk 6261 | Elmer | 334.71 | 21,953.20 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment XOM Stk 3301 | Nelva | 390.17 | 22,343.37 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment CVX Stk 9415 | Elmer | 4.36 | 22,347.73 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment CVX Stk 9407 | Elmer | 4.35 | 22,352.08 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment CVX Stk 9423 | Elmer | 1,110.22 | 23,462.30 |
| General Journal | 12/12/2012 | EJ20121206 | | Dividends on MFS Research International | Elmer | 316.70 | 23,779.00 |
| General Journal | 12/14/2012 | EJ20121208 | | Dividends on Columbia Mid Cap Value | Elmer | 33.89 | 23,812.89 |
| General Journal | 12/14/2012 | EJ20121208 | | Dividends on T Rowe Price Equity Income | Elmer | 111.31 | 23,924.20 |
| General Journal | 12/17/2012 | EJ20121209 | | Dividends on Capital World Growth & Income | Elmer | 97.20 | 24,021.40 |
| General Journal | 12/17/2012 | EJ20121209 | | Dividends on Fidelity New Insights | Elmer | 13.61 | 24,035.01 |
| General Journal | 12/20/2012 | EJ20121210 | | Dividends on Dodge & Cox Intl Stock | Elmer | 303.81 | 24,338.82 |
| General Journal | 12/20/2012 | EJ20121210 | | Dividends on DWS Small Cap Value | Elmer | 75.04 | 24,413.86 |
| General Journal | 12/20/2012 | EJ20121210 | | Dividends on Dodge & Cox Income | Elmer | 109.20 | 24,523.06 |
| General Journal | 12/21/2012 | EJ20121211 | | Dividends on Capital World Bond | Elmer | 31.56 | 24,554.62 |
| General Journal | 12/24/2012 | EJ20121212 | | Dividends on Investment Co of America | Elmer | 137.47 | 24,692.09 |
| General Journal | 12/24/2012 | EJ20121212 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 75.83 | 24,767.92 |
| General Journal | 12/27/2012 | EJ20121213 | | Dividends on New World | Elmer | 110.57 | 24,878.49 |
| General Journal | 12/28/2012 | EJ20121214 | | Dividends on Oppenheimer Rising Divid Fd Y | Elmer | 43.70 | 24,922.19 |
| General Journal | 12/28/2012 | EJ20121214 | | Dividends on Pimco Total Return IV | Elmer | 65.59 | 24,987.78 |
| General Journal | 12/31/2012 | EJ20121215 | | Dividends on Oppenheimer Intl Bd | Elmer | 15.74 | 25,003.52 |
| General Journal | 1/2/2013 | EJ20130101 | | Dividends on ING Global Real Estate | Elmer | 201.20 | 25,204.72 |

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# Brunsting Family Living Trust
## Detail of Accounts
**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 | 37.06 | 25,622.01 |
| General Journal | 3/4/2013 | EJ20130302 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.61 | 25,649.62 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on XOM Stk 3319 | Elmer | 1.72 | 25,651.34 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on XOM Stk 6261 | Elmer | 336.88 | 25,988.22 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on XOM Stk 3301 | Nelva | 392.70 | 26,380.92 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on CVX Stk 9415 | Elmer | 4.41 | 26,385.33 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on CVX Stk 9407 | Elmer | 4.39 | 26,389.72 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on CVX Stk 9423 | Elmer | 1,122.04 | 27,511.76 |
| General Journal | 3/14/2013 | EJ20130304 | | Dividends on Investment Co of America | Elmer | 53.50 | 27,565.26 |
| General Journal | 3/18/2013 | EJ20130305 | | Dividends on Capital World Growth & Income | Elmer | 61.70 | 27,626.96 |
| General Journal | 3/22/2013 | EJ20130307 | | Dividends on DWS Small Cap Value | Elmer | 42.72 | 27,669.68 |
| General Journal | 3/25/2013 | EJ20130308 | | Dividends on Columbia Mid Cap Value | Elmer | 25.46 | 27,695.14 |
| General Journal | 3/27/2013 | EJ20130309 | | Dividends on Capital World Bond | Elmer | 23.47 | 27,718.61 |
| General Journal | 3/27/2013 | EJ20130309 | | Dividends on Dodge & Cox Income | Elmer | 111.08 | 27,829.69 |
| General Journal | 3/27/2013 | EJ20130309 | | Dividends on T Rowe Price Equity Income | Elmer | 77.55 | 27,907.24 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on JP Morgan Core Bond | Elmer | 30.02 | 27,937.26 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 61.31 | 27,998.57 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.62 | 28,016.19 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on Pimco Total Return IV | Elmer | 12.00 | 28,028.19 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on T Rowe Price New Income | Elmer | 37.30 | 28,065.49 |
| General Journal | 4/2/2013 | EJ20130402 | | Dividends on ING Global Real Estate | Elmer | 40.72 | 28,106.21 |
| General Journal | 4/2/2013 | EJ20130402 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.34 | 28,133.55 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on JP Morgan Core Bond | Elmer | 30.08 | 28,163.63 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 61.67 | 28,225.30 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.94 | 28,243.24 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on Pimco Total Return IV | Elmer | 13.27 | 28,256.51 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on T Rowe Price New Income | Elmer | 38.30 | 28,294.81 |
| General Journal | 5/2/2013 | EJ20130502 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 26.65 | 28,321.46 |
| Total Dividend Income | | | | | | 28,321.46 | 28,321.46 |
| **Interest Income** | | | | | | | |
| General Journal | 12/27/2010 | EJ 20101202 | | Interest on VK Bld Amer Bonds | Survivor | 67.90 | 67.90 |
| General Journal | 12/27/2010 | EJ 20101202 | | Interest on Invsco Bld Amer Bds | Survivor | 23.70 | 91.60 |
| General Journal | 12/31/2010 | EJ 20101203 | | Interest for December | Survivor | 0.03 | 91.63 |
| General Journal | 1/20/2011 | EJ 20110102 | | Interest on Toyota Moter Cr Corp | Survivor | 25.00 | 116.63 |
| General Journal | 1/25/2011 | EJ 20110103 | | Interest on VK Bld Amer Bonds | Survivor | 67.90 | 184.53 |
| General Journal | 1/25/2011 | EJ 20110103 | | Interest on VK Bld Amer Bonds | Survivor | 51.00 | 235.53 |
| General Journal | 2/22/2011 | EJ 20110204 | | Interest on Toyota Motor Cr Corp | Survivor | 25.00 | 260.53 |
| General Journal | 2/22/2011 | EJ 20110204 | | Interest on Money Market Fund | Survivor | 0.01 | 260.54 |
| General Journal | 2/25/2011 | EJ 20110205 | | Interest on VK Bld Amer Bonds Incm | Survivor | 68.04 | 328.58 |
| General Journal | 2/25/2011 | EJ 20110205 | | Interest on Invsco Bld Amer Bonds Incm | Survivor | 50.90 | 379.48 |
| General Journal | 3/15/2011 | EJ 20110301 | | Interest on GMAC Smartnotes | Survivor | 317.25 | 696.73 |
| General Journal | 3/21/2011 | EJ 20110302 | | Interest on Toyota Motor Cr Corp | Survivor | 25.00 | 721.73 |
| General Journal | 3/25/2011 | EJ 20110303 | | Interest on VK Bld Amer Bonds Incm | Survivor | 67.90 | 789.63 |
| General Journal | 3/25/2011 | EJ 20110303 | | Interest on Invsco Bld Amer Bds Incm | Survivor | 51.00 | 840.63 |
| General Journal | 4/14/2011 | EJ 20110402 | | Accrued Int - Sale of Toyota Motor Cr Corp | Survivor | 20.00 | 860.63 |
| General Journal | 4/14/2011 | EJ 20110402 | | Accrued Interest Sale of GMAC SmartNotes | Survivor | 51.11 | 911.74 |
| General Journal | 4/15/2011 | EJ20110421 | | Interest on GE Capital Corp Internotes | Survivor | 333.13 | 1,244.87 |
| General Journal | 4/20/2011 | EJ 20110403 | | Proceeds from Sale of In Fin Auth Rev Parkview Hlth | Survivor | 387.29 | 1,632.16 |
| General Journal | 4/25/2011 | EJ 20110404 | | Interest on VK Bld Amer Bonds Incm | Survivor | 67.76 | 1,699.92 |
| General Journal | 4/25/2011 | EJ 20110404 | | Interest on Invsco Bld Amer Bds Incm | Survivor | 50.90 | 1,750.82 |
| General Journal | 5/13/2011 | EJ20110521 | | Sell GE Capital Corp Internotes | Survivor | 51.82 | 1,802.64 |
| General Journal | 5/13/2011 | EJ20110521 | | Sell GMAC Smartnotes | Survivor | 277.50 | 2,080.14 |
| General Journal | 5/23/2011 | EJ20110523 | | Interest on Money Market Funds | Survivor | 0.93 | 2,081.07 |
| General Journal | 5/25/2011 | EJ20110502 | | Interest on VK Bld Amer Bonds Incm | Survivor | 67.76 | 2,148.83 |
| General Journal | 5/25/2011 | EJ20110502 | | Interest on Invsco Bld Amer Bds Incm | Survivor | 51.00 | 2,199.83 |
| General Journal | 6/21/2011 | EJ20110621 | | Interest on Money Market Funds | Survivor | 0.30 | 2,200.13 |
| General Journal | 6/27/2011 | EJ20110604 | | Interest on VK Bld Amer Bonds | Survivor | 67.90 | 2,268.03 |
| General Journal | 6/27/2011 | EJ20110604 | | Interest on Invsco Bld Amer Bds | Survivor | 50.90 | 2,318.93 |
| General Journal | 7/25/2011 | EJ20110701 | | Interest on VK Bld Amer Bonds | Survivor | 67.76 | 2,386.69 |
| General Journal | 7/25/2011 | EJ20110701 | | Interest on VK Bld Amer Bonds | Survivor | 51.00 | 2,437.69 |
| General Journal | 8/1/2011 | EJ20110801 | | Interest on VK Bld Amer Bonds Incm | Survivor | 67.76 | 2,505.45 |
| General Journal | 8/1/2011 | EJ20110801 | | Interest on Invsco Bld Amer Bds Incm | Survivor | 50.90 | 2,556.35 |
| General Journal | 9/26/2011 | EJ20110901 | | Interest on VK Bld Amer Bonds Incm | Survivor | 68.04 | 2,624.39 |
| General Journal | 9/26/2011 | EJ20110901 | | Interest on Invsco Bld Amer Bds Incm | Survivor | 50.90 | 2,675.29 |
| General Journal | 10/13/2011 | EJ20111001 | | Accrued Inerest in Sale of VK Bld Amer Bonds | Survivor | 6.72 | 2,682.01 |
| General Journal | 10/25/2011 | EJ20111002 | | Interest in VK Bld Amer Bonds Incm | Survivor | 67.90 | 2,749.91 |
| General Journal | 10/25/2011 | EJ20111002 | | Interest in Invsco Bld Amer Bds Incm | Survivor | 51.10 | 2,801.01 |
| General Journal | 11/16/2011 | EJ20111103 | | Proceeds from Sale of Invsco Bld Amer Bds | Survivor | 10.20 | 2,811.21 |
| General Journal | 11/21/2011 | EJ20111105 | | Interest on Money Market Funds | Survivor | 0.05 | 2,811.26 |
| General Journal | 11/25/2011 | EJ20111106 | | Interest on Invsco Bld Amer Bds Incm | Survivor | 51.00 | 2,862.26 |
| General Journal | 10/10/2012 | EJ20120422 | | Interest income | Survivor | 0.27 | 2,862.53 |
| General Journal | 10/12/2012 | EJ20120443 | | Interest Earned | Elmer | 1.17 | 2,863.70 |
| Deposit | 10/23/2012 | | | October Interest | Survivor | 17.34 | 2,881.04 |
| General Journal | 11/7/2012 | EJ20120424 | | Interest Inc | Survivor | 5.72 | 2,886.76 |

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# Brunsting Family Living Trust
## Detail of Accounts
**12/21/2010-05/31/2013**

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| General Journal | 11/9/2012 | EJ20120445 | | Interest inc | Elmer | 1.08 | 2,887.84 |
| Deposit | 11/21/2012 | | | November Interest | Survivor | 26.47 | 2,914.31 |
| General Journal | 12/7/2012 | EJ20120425 | | Interest inc | Survivor | 6.13 | 2,920.44 |
| General Journal | 12/11/2012 | EJ20120446 | | Interest Earned | Elmer | 1.23 | 2,921.67 |
| Deposit | 12/20/2012 | | | December Interest | Survivor | 20.08 | 2,941.75 |
| General Journal | 1/9/2013 | EJ20120427 | | Interest inc | Survivor | 6.75 | 2,948.50 |
| General Journal | 1/11/2013 | EJ20120447 | | Interest Earned | Elmer | 1.19 | 2,949.69 |
| Deposit | 1/23/2013 | | | January Interest | Survivor | 23.32 | 2,973.01 |
| General Journal | 2/6/2013 | EJ20120428 | | Interest inc | Survivor | 5.74 | 2,978.75 |
| General Journal | 2/8/2013 | EJ20120448 | | Interest Earned | Elmer | 1.08 | 2,979.83 |
| Deposit | 2/20/2013 | | | February Interest | Survivor | 19.23 | 2,999.06 |
| General Journal | 3/8/2013 | EJ20120430 | | Interest Earned | Survivor | 6.15 | 3,005.21 |
| General Journal | 3/12/2013 | EJ20120449 | | Interest Earned | Elmer | 1.66 | 3,006.87 |
| Deposit | 3/21/2013 | | | March Interest | Survivor | 19.91 | 3,026.78 |
| General Journal | 4/9/2013 | EJ20120432 | | Interest Earned | Survivor | 6.55 | 3,033.33 |
| General Journal | 4/11/2013 | EJ20120452 | | Interest Earned | Elmer | 1.77 | 3,035.10 |
| Deposit | 4/22/2013 | | | April Interest | Survivor | 21.98 | 3,057.08 |
| General Journal | 5/9/2013 | EJ20120433 | | Interest Earned | Survivor | 5.90 | 3,062.98 |
| General Journal | 5/13/2013 | EJ20120453 | | Interest Earned | Elmer | 1.46 | 3,064.44 |
| Deposit | 5/22/2013 | | | May Interest | Survivor | 20.61 | 3,085.05 |
| Total Interest Income | | | | | | 3,085.05 | 3,085.05 |
| **Long Term Capital Gains - Funds** | | | | | | | |
| General Journal | 12/31/2010 | EJ20101216 | | LTCG from Oppenheimer Intl Bond Fund Y | Elmer | 75.11 | 75.11 |
| General Journal | 12/8/2011 | EJ20111214 | | LTCG on T Rowe Price New Income | Elmer | 77.13 | 152.24 |
| General Journal | 12/16/2011 | EJ20111218 | | LTCG on JP Morgan Core Bond | Elmer | 26.07 | 178.31 |
| General Journal | 12/16/2011 | EJ20111218 | | LTCG on JP Morgan High Yield | Elmer | 58.93 | 237.24 |
| General Journal | 12/19/2011 | EJ20111219 | | LTCG on Credit Suisse Comm Ret Strat | Elmer | 6.24 | 243.48 |
| General Journal | 12/20/2011 | EJ20111220 | | LTCG on DWS Small Cap Value | Elmer | 42.21 | 285.69 |
| General Journal | 12/28/2011 | EJ20111225 | | LTCG on Loomis Sayles Inv Grade Bd | Elmer | 47.77 | 333.46 |
| General Journal | 6/26/2012 | EJ20120608 | | LTCG on Baron Small Cap | Elmer | 2.48 | 335.94 |
| General Journal | 11/30/2012 | EJ20121104 | | LTCG on Baron Small Cap | Elmer | 152.76 | 488.70 |
| General Journal | 12/10/2012 | EJ20121205 | | LTCG on T Rowe Price New Income | Elmer | 85.71 | 574.41 |
| General Journal | 12/13/2012 | EJ20121207 | | LTCG on Pimco Total Return IV | Elmer | 26.80 | 601.21 |
| General Journal | 12/14/2012 | EJ20121208 | | LTCG on JP Morgan Core Bond | Elmer | 16.83 | 618.04 |
| General Journal | 12/20/2012 | EJ20121210 | | LTCG on DWS Small Cap Value | Elmer | 76.86 | 694.90 |
| General Journal | 12/21/2012 | EJ20121211 | | LTCG on Capital World Bond | Elmer | 41.81 | 736.71 |
| General Journal | 12/24/2012 | EJ20121212 | | LTCG on Investment Co of America | Elmer | 176.84 | 913.55 |
| General Journal | 12/24/2012 | EJ20121212 | | LTCG on Loomis Sayles Inv Grade Bd | Elmer | 62.90 | 976.45 |
| General Journal | 12/31/2012 | EJ20121215 | | LTCG on Oppenheimer Intl Bd | Elmer | 31.01 | 1,007.46 |
| General Journal | 3/22/2013 | EJ20130307 | | LTCG on DWS Small Cap Value | Elmer | 39.85 | 1,047.31 |
| Total Long Term Capital Gains - Funds | | | | | | 1,047.31 | 1,047.31 |
| **Short Term Capital Gains- Funds** | | | | | | | |
| General Journal | 1/24/2011 | EJ20110107 | | STCG on Fidelity New Insights Fd Instl | Elmer | 1.98 | 1.98 |
| General Journal | 2/14/2011 | EJ20110204 | | STCG on Fidelity New Insights Fd Instl | Elmer | 22.38 | 24.36 |
| General Journal | 12/8/2011 | EJ20111214 | | STCG on T Rowe Price New Income | Elmer | 38.56 | 62.92 |
| General Journal | 12/16/2011 | EJ20111218 | | STCG on JP Morgan High Yield | Elmer | 36.12 | 99.04 |
| General Journal | 12/28/2011 | EJ20111225 | | STCG on Loomis Sayles Inv Grade Bd | Elmer | 16.95 | 115.99 |
| General Journal | 12/10/2012 | EJ20121205 | | STCG on T Rowe Price New Income | Elmer | 68.57 | 184.56 |
| General Journal | 12/13/2012 | EJ20121207 | | STCG on Pimco Total Return IV | Elmer | 173.87 | 358.43 |
| General Journal | 12/14/2012 | EJ20121208 | | STCG on JP Morgan Core Bond | Elmer | 1.54 | 359.97 |
| General Journal | 12/17/2012 | EJ20121209 | | STCG on Fidelity New Insights | Elmer | 86.18 | 446.15 |
| General Journal | 12/20/2012 | EJ20121210 | | STCG on DWS Small Cap Value | Elmer | 14.89 | 461.04 |
| General Journal | 12/21/2012 | EJ20121211 | | STCG on Capital World Bond | Elmer | 22.74 | 483.78 |
| General Journal | 12/24/2012 | EJ20121212 | | STCG on Loomis Sayles Inv Grade Bd | Elmer | 5.32 | 489.10 |
| Total Short Term Capital Gains- Funds | | | | | | 489.10 | 489.10 |
| **Stock Sales less Broker Fees** | | | | | | | |
| General Journal | 1/4/2011 | EJ 20110101 | | Sale of Deere & Co Stock | Survivor | 10,082.45 | 10,082.45 |
| General Journal | 1/4/2011 | EJ 20110101 | | Commission on Sale of Deere & Co Stock | Survivor | -208.11 | 9,874.34 |
| General Journal | 1/4/2011 | EJ 20110101 | | Transaction Fee on Sale of Deere & Co Stock | Survivor | -4.95 | 9,869.39 |
| General Journal | 2/8/2011 | EJ 20110202 | | Sell 275 Shares Deere & Co | Survivor | 25,563.45 | 35,432.84 |
| General Journal | 2/8/2011 | EJ 20110202 | | Commission on Sale of 275 Shares Deere & Co | Survivor | -460.63 | 34,972.21 |
| General Journal | 2/8/2011 | EJ 20110202 | | Transaction Fee on Sale of 275 Shares Deere & Co | Survivor | -4.95 | 34,967.26 |
| General Journal | 4/14/2011 | EJ 20110402 | | Principal Amt Sale of Toyota Motor Cr Corp | Survivor | 5,000.00 | 39,967.26 |
| General Journal | 4/14/2011 | EJ 20110402 | | Transaction Fee - Sale of Toyota Motor Cr Corp | Survivor | -4.95 | 39,962.31 |
| General Journal | 4/14/2011 | EJ 20110402 | | Principal Amt Sale of GMAC SmartNotes | Survivor | 8,730.00 | 48,692.31 |
| General Journal | 4/14/2011 | EJ 20110402 | | Transaction Fee - Sale of GMAC SmartNotes | Survivor | -4.95 | 48,687.36 |
| General Journal | 4/20/2011 | EJ 20110403 | | Proceeds from Sale of In Fin Auth Rev Parkview Hlth | Survivor | 14,824.35 | 63,511.71 |
| General Journal | 4/20/2011 | EJ 20110403 | | Transaction Fee from Sale of In Fin Auth Rev Parkview Hlth | Survivor | -4.95 | 63,506.76 |
| General Journal | 5/13/2011 | EJ20110521 | | Transaction Fee on Sale of GE Capital Corp Internotes | Survivor | -4.95 | 63,501.81 |
| General Journal | 5/13/2011 | EJ20110521 | | Transaction Fee on Sale of GMAC Smartnotes | Survivor | -4.95 | 63,496.86 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale Chevron Corp | Survivor | -199.66 | 63,297.20 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale Chevron Corp | Survivor | -4.95 | 63,292.25 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Stryker Corp | Survivor | -228.32 | 63,063.93 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of Stryker Corp | Survivor | -4.95 | 63,058.98 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Dow Chemical | Survivor | -146.44 | 62,912.54 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of Dow Chemical | Survivor | -4.95 | 62,907.59 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Gen Motors Warrants (WSA) | Survivor | -50.00 | 62,857.59 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of Gen Motors Warrants (WSA) | Survivor | -4.95 | 62,852.64 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Gen Motors Warrants (WSB) | Survivor | -50.00 | 62,802.64 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of Gen Motors Warrants (WSB) | Survivor | -4.95 | 62,797.69 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of Gen Motors Common | Survivor | -4.95 | 62,792.74 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Gen Motors Common | Survivor | -50.00 | 62,742.74 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on GE Capital Corp Internotes | Survivor | -46.87 | 62,695.87 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on GMAC SmartNotes | Survivor | -272.55 | 62,423.32 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on Chevron Corp (CVX) | Survivor | 204.61 | 62,627.93 |



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# Brunsting Family Living Trust
## Detail of Accounts
**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 623 Sh Deere & Company | Survivor | 51,039.90 | 114,217.34 |
| General Journal | 6/10/2011 | EJ20110601 | | Commission on Sale of 623 Sh Deere & Company | Survivor | -643.86 | 113,573.48 |
| General Journal | 6/10/2011 | EJ20110601 | | Transaction Fee on Sale of 623 Sh Deere & Company | Survivor | -4.95 | 113,568.53 |
| General Journal | 6/10/2011 | EJ20110123 | | Exxon IDC000946776 Invest Inc | Survivor | 896.76 | 114,465.29 |
| General Journal | 7/28/2011 | EJ20110721 | | Redeem Gen Motors Co Warrant (WSB) | Survivor | 12.93 | 114,478.22 |
| General Journal | 7/28/2011 | EJ20110721 | | Redeem Gen Motors Co Warrant (WSA) | Survivor | 17.87 | 114,496.09 |
| General Journal | 7/28/2011 | EJ20110721 | | Redeem Gen Motors Co Common | Survivor | 0.37 | 114,496.46 |
| General Journal | 10/13/2011 | EJ20111001 | | Proceeds from Sale of VK Bld Amer Bonds | Survivor | 14,492.80 | 128,989.26 |
| General Journal | 10/26/2011 | EJ20111003 | | Sale Price in Sale of Deere & Co Stock | Survivor | 30,470.12 | 159,459.38 |
| General Journal | 10/26/2011 | EJ20111003 | | Commission in Sale of Deere & Co Stock | Survivor | -458.73 | 159,000.65 |
| General Journal | 10/26/2011 | EJ20111003 | | Transaction Fee in Sale of Deere & Co Stock | Survivor | -4.95 | 158,995.70 |
| General Journal | 10/28/2011 | EJ20111022 | | Redeem Gen Motors Warrant (WSB) | Survivor | 8.33 | 159,004.03 |
| General Journal | 10/28/2011 | EJ20111022 | | Redeem Gen Motors Warrant (WSA) | Survivor | 11.92 | 159,015.95 |
| General Journal | 10/28/2011 | EJ20111022 | | Redeem Gen Motors Common | Survivor | 19.85 | 159,035.80 |
| General Journal | 11/15/2011 | EJ20111102 | | Sale of Deere & Co Stock | Survivor | 14,381.25 | 173,417.05 |
| General Journal | 11/15/2011 | EJ20111102 | | Commission on Sale of Deere & Co Stock | Survivor | -266.15 | 173,150.90 |
| General Journal | 11/15/2011 | EJ20111102 | | Transacton Fee on Sale of Deere & Co Stock | Survivor | -4.95 | 173,145.95 |
| General Journal | 11/16/2011 | EJ20111103 | | Proceeds from Sale of Invsco Bld Amer Bds | Survivor | 10,508.70 | 183,654.65 |
| General Journal | 1/9/2012 | EJ20120121 | | Commission on Sale of Gen Motors Common | Survivor | -2.10 | 183,652.55 |
| General Journal | 1/9/2012 | EJ20120121 | | Transaction Fee on Sale of Gen Motors Common | Survivor | -4.95 | 183,647.60 |
| General Journal | 1/27/2012 | EJ20120122 | | Adjust Value on Gen Motors Common | Survivor | 7.02 | 183,654.62 |
| General Journal | 6/15/2012 | EJ20120621 | | Redeem Motors Liq Co Guc Tr Ben Int | Survivor | 8.17 | 183,662.79 |
| Total Stock Sales less Broker Fees | | | | | | 183,662.79 | 183,662.79 |
| Total Investment Income | | | | | | 216,605.71 | 216,605.71 |
| **Miscellaneous Income** | | | | | | | |
| Deposit | 12/31/2010 | | | Deposit | Nelva | 70.30 | 70.30 |
| General Journal | 3/11/2011 | EJ20120460 | | Invest inc | Nelva | 390.64 | 460.94 |
| General Journal | 4/11/2011 | EJ20120463 | | Online Banking Transfer from chking Acct 2839 | Nelva | 1,500.00 | 1,960.94 |
| General Journal | 6/9/2011 | EJ20110122 | | Invest Inc | Survivor | 4.18 | 1,965.12 |
| General Journal | 6/28/2011 | EJ20120471 | | Invest inc. | Nelva | 725.64 | 2,690.76 |
| General Journal | 8/18/2011 | EJ20120473 | | Invest inc | Nelva | 702.72 | 3,393.48 |
| General Journal | 9/19/2011 | EJ20120475 | | Invest inc | Nelva | 507.76 | 3,901.24 |
| General Journal | 11/9/2011 | EJ20110147 | | Invest Inc | Survivor | 30.40 | 3,931.64 |
| General Journal | 1/3/2012 | EJ20120436 | | Counter credit - invest inc | Elmer | 495.72 | 4,427.36 |
| General Journal | 3/7/2012 | EJ20110153 | | Other income | Survivor | 20.49 | 4,447.85 |
| General Journal | 3/13/2012 | EJ20120411 | | --Split-- | Survivor | 237.16 | 4,685.01 |
| General Journal | 4/16/2012 | EJ20120440 | | fed - Invest inc | Elmer | 383.45 | 5,068.46 |
| General Journal | 5/17/2012 | EJ20120418 | | Invest Income | Survivor | 30.40 | 5,098.86 |
| General Journal | 6/5/2012 | EJ20120419 | | Invest inc | Survivor | 71.04 | 5,169.90 |
| General Journal | 10/15/2012 | EJ20120444 | | Invest inc | Elmer | 57.86 | 5,227.76 |
| General Journal | 10/26/2012 | EJ20120423 | | Invest inc | Survivor | 24.04 | 5,251.80 |
| General Journal | 11/22/2012 | EJ20120435 | | Invest inc | Elmer | 381.32 | 5,633.12 |
| General Journal | 12/24/2012 | EJ20120426 | | Inv inc - Chevron and Metlife | Survivor | 104.26 | 5,737.38 |
| General Journal | 3/1/2013 | EJ20120429 | | Inv inc - John Deere | Survivor | 71.61 | 5,808.99 |
| General Journal | 3/13/2013 | EJ20120439 | | Other inc | Elmer | 495.72 | 6,304.71 |
| General Journal | 4/5/2013 | EJ20120431 | | Deposit --Split-- | Survivor | 54.22 | 6,358.93 |
| General Journal | 4/5/2013 | EJ20120451 | | Hull Co-op Invest inc | Elmer | 101.80 | 6,460.73 |
| Total Miscellaneous Income | | | | | | 6,460.73 | 6,460.73 |
| **Pension Income** | | | | | | | |
| Deposit | 12/31/2010 | | | Pension ID [redacted]9128 | Nelva | 594.41 | 594.41 |
| Deposit | 12/31/2010 | | | Minnesota Life Annuity | Nelva | 91.78 | 686.19 |
| General Journal | 1/31/2011 | BOA20110105 | | Net Pension Receipt | Survivor | 600.71 | 1,286.90 |
| General Journal | 2/2/2011 | BOA20110106 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 1,378.68 |
| General Journal | 2/28/2011 | BOA20110111 | | Benefits DES: Pension ID:[redacted]0518 | Survivor | 600.71 | 1,979.39 |
| General Journal | 3/1/2011 | BOA20110112 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 2,071.17 |
| General Journal | 3/31/2011 | BOA20110114 | | Benefits DES:Pension ID[redacted]0208 | Survivor | 600.71 | 2,671.88 |
| General Journal | 4/1/2011 | BOA20110115 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 2,763.66 |
| General Journal | 4/29/2011 | EJ20110110 | | Benefits DES:Pension ID[redacted]0518 | Survivor | 600.71 | 3,364.37 |
| General Journal | 4/29/2011 | EJ20110111 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 3,456.15 |
| General Journal | 5/31/2011 | EJ20110118 | | Benefits DES:Pension ID:[redacted]0508 | Survivor | 600.71 | 4,056.86 |
| General Journal | 6/1/2011 | EJ20110119 | | Minnesota Life DES: Annuity ID:0 | Survivor | 91.78 | 4,148.64 |
| General Journal | 6/30/2011 | EJ20110124 | | Benefits DES:Pension ID:[redacted]0218 | Survivor | 600.71 | 4,749.35 |
| General Journal | 7/1/2011 | EJ20110125 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 4,841.13 |
| General Journal | 7/29/2011 | EJ20110128 | | Benefits DES:Pension ID:[redacted]0528 | Survivor | 600.71 | 5,441.84 |
| General Journal | 8/1/2011 | EJ20110129 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 5,533.62 |
| General Journal | 8/31/2011 | EJ20110134 | | Benefits DES:Pension ID:[redacted]0168 | Survivor | 600.71 | 6,134.33 |
| General Journal | 9/1/2011 | EJ20110135 | | Minnesota Life DES: Annuity ID:0 | Survivor | 91.78 | 6,226.11 |
| General Journal | 9/30/2011 | EJ20110141 | | Minnesota Life DES: Annuity ID:0 | Survivor | 91.78 | 6,317.89 |
| General Journal | 9/30/2011 | EJ20110142 | | Benefits DES:Pension ID:[redacted]2468 | Survivor | 600.71 | 6,918.60 |
| General Journal | 10/31/2011 | EJ20110144 | | Benefits DES:Pension ID:[redacted]3478 | Survivor | 600.71 | 7,519.31 |
| General Journal | 11/1/2011 | EJ20110145 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 7,611.09 |
| General Journal | 11/1/2011 | EJ20110157 | | Minnesota Life Des:Annuity ID:0 | Survivor | 91.78 | 7,702.87 |
| General Journal | 11/30/2011 | EJ20110149 | | Benefits DES:Pension ID:[redacted]3368 | Survivor | 600.71 | 8,303.58 |
| Total Pension Income | | | | | | 8,303.58 | 8,303.58 |
| **Proceeds from Sale of Home** | | | | | | | |
| General Journal | 3/12/2012 | EJ20120408 | | Option fee for house - Other inc | Survivor | 100.00 | 100.00 |
| General Journal | 3/14/2012 | EJ20120413 | | Sale of house - Other income | Survivor | 433,129.32 | 433,229.32 |
| General Journal | 3/23/2012 | EJ20120414 | | Sale of house --Split-- | Survivor | 162.73 | 433,392.05 |

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# Brunsting Family Living Trust
## Detail of Accounts
**12/21/2010-05/31/2013**

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| Total Proceeds from Sale of Home | | | | | | 433,392.05 | 433,392.05 |
| **Social Security Income** | | | | | | | |
| General Journal | 2/3/2011 | EJ20120457 | | Soc Security ID:2 | Nelva | 1,780.00 | 1,780.00 |
| General Journal | 3/3/2011 | EJ20120459 | | Social Security | Nelva | 1,780.00 | 3,560.00 |
| General Journal | 4/1/2011 | EJ20120462 | | Social Security | Nelva | 1,780.00 | 5,340.00 |
| General Journal | 5/2/2011 | EJ20120464 | | Social Security | Nelva | 1,780.00 | 7,120.00 |
| General Journal | 6/3/2011 | EJ20120465 | | Social Security | Nelva | 1,780.00 | 8,900.00 |
| General Journal | 7/1/2011 | EJ20120469 | | Social Security | Nelva | 1,780.00 | 10,680.00 |
| General Journal | 8/3/2011 | EJ20120472 | | Social Security | Nelva | 1,780.00 | 12,460.00 |
| General Journal | 9/2/2011 | EJ20120474 | | Social Security | Nelva | 1,780.00 | 14,240.00 |
| General Journal | 10/3/2011 | EJ20120477 | | Social Security | Nelva | 1,780.00 | 16,020.00 |
| General Journal | 11/3/2011 | EJ20120478 | | Social Security | Nelva | 1,780.00 | 17,800.00 |
| Total Social Security Income | | | | | | 17,800.00 | 17,800.00 |
| **Tax Refunds** | | | | | | | |
| General Journal | 1/3/2011 | BOA20110101 | | US Treasury 310 DES | Survivor | 1,780.00 | 1,780.00 |
| General Journal | 1/11/2012 | EJ20110159 | | Tax Refund | Survivor | 6,215.87 | 7,995.87 |
| General Journal | 4/16/2012 | EJ20120441 | | Federal tax refund | Elmer | 6,913.00 | 14,908.87 |
| General Journal | 4/25/2012 | EJ20120416 | | Federal Tax Refund | Survivor | 4,908.00 | 19,816.87 |
| Total Tax Refunds | | | | | | 19,816.87 | 19,816.87 |
| Total Income | | | | | | 830,169.35 | 830,169.35 |
| **Expense** | | | | | | | |
| **Automobile Expense** | | | | | | | |
| Check | 1/18/2011 | EFT | Exxon Mobil | Auto:Fuel | Nelva | 20.93 | 20.93 |
| Check | 1/27/2011 | EFT | Chevron | Fuel | Nelva | 20.86 | 41.79 |
| Check | 1/31/2011 | EFT | Chevron | Fuel | Nelva | 21.07 | 62.86 |
| Check | 2/8/2011 | EFT | Exxon Mobil | Fuel | Nelva | 20.06 | 82.92 |
| Check | 2/9/2011 | EFT | Nnt Hare Repai | Auto Service | Nelva | 574.65 | 657.57 |
| Check | 2/10/2011 | EFT | Exxon Mobil | Fuel | Nelva | 10.67 | 668.24 |
| Check | 2/14/2011 | EFT | Chevron | Fuel | Nelva | 20.10 | 688.34 |
| Check | 2/23/2011 | EFT | Exxon Mobil | Fuel | Nelva | 20.36 | 708.70 |
| Check | 3/2/2011 | EFT | Exxon Mobil | Fuel | Nelva | 21.69 | 730.39 |
| Check | 3/7/2011 | EFT | Chevron | Fuel | Nelva | 22.98 | 753.37 |
| Check | 3/14/2011 | EFT | Chevron | Fuel | Nelva | 22.20 | 775.57 |
| Check | 3/14/2011 | EFT | Exxon Mobil | Fuel | Nelva | 22.20 | 797.77 |
| Check | 3/21/2011 | EFT | Chevron | Fuel | Nelva | 21.50 | 819.27 |
| Check | 3/21/2011 | EFT | Chevron | Fuel | Nelva | 24.55 | 843.82 |
| Check | 3/23/2011 | EFT | Chevron | Fuel | Nelva | 24.66 | 868.48 |
| Check | 3/28/2011 | EFT | Chevron | Fuel | Nelva | 21.76 | 890.24 |
| Check | 3/29/2011 | EFT | Chevron | Fuel | Nelva | 22.76 | 913.00 |
| Check | 4/1/2011 | EFT | Chevron | Fuel | Nelva | 24.65 | 937.65 |
| Check | 4/8/2011 | EFT | Exxon Mobil | Fuel | Nelva | 54.60 | 992.25 |
| Check | 4/14/2011 | EFT | Chevron | Fuel | Nelva | 21.02 | 1,013.27 |
| Check | 4/18/2011 | EFT | Chevron | Fuel | Nelva | 23.88 | 1,037.15 |
| Check | 4/18/2011 | EFT | Exxon Mobil | Fuel | Nelva | 22.51 | 1,059.66 |
| Check | 4/25/2011 | EFT | Fastop | Fuel | Nelva | 2.90 | 1,062.56 |
| Check | 4/25/2011 | EFT | Fastop | Fuel | Nelva | 50.84 | 1,113.40 |
| Check | 4/25/2011 | EFT | Exxon Mobil | Fuel | Nelva | 59.02 | 1,172.42 |
| Check | 4/25/2011 | EFT | Chevron | Fuel | Nelva | 14.05 | 1,186.47 |
| Check | 5/3/2011 | EFT | Exxon Mobil | Fuel | Nelva | 28.78 | 1,215.25 |
| Check | 5/6/2011 | EFT | Exxon Mobil | Fuel | Nelva | 23.63 | 1,238.88 |
| Check | 5/9/2011 | EFT | Exxon Mobil | Fuel | Nelva | 27.80 | 1,266.68 |
| Check | 5/9/2011 | EFT | Chevron | Fuel | Nelva | 28.76 | 1,295.44 |
| Check | 5/16/2011 | EFT | Chevron | Fuel | Nelva | 29.32 | 1,324.76 |
| Check | 5/16/2011 | EFT | Exxon Mobil | Fuel | Nelva | 24.64 | 1,349.40 |
| Check | 5/20/2011 | EFT | Chevron | | Nelva | 23.73 | 1,373.13 |
| Check | 5/23/2011 | EFT | Chevron | Fuel | Nelva | 24.40 | 1,397.53 |
| Check | 5/23/2011 | EFT | Chevron | Fuel | Nelva | 2.90 | 1,400.43 |
| Check | 5/24/2011 | EFT | Chevron | Fuel | Nelva | 23.33 | 1,423.76 |
| Check | 5/25/2011 | EFT | TX Med Ctr Garage | Parking | Nelva | 6.00 | 1,429.76 |
| Check | 5/26/2011 | EFT | TX Med Ctr Garage | parking | Nelva | 6.00 | 1,435.76 |
| Check | 5/27/2011 | EFT | TX Med Ctr Garage | parking | Nelva | 5.00 | 1,440.76 |
| Check | 5/31/2011 | EFT | TX Med Ctr Garage | parking | Nelva | 6.00 | 1,446.76 |
| Check | 5/31/2011 | EFT | Chevron | Fuel | Nelva | 24.48 | 1,471.24 |
| Check | 5/31/2011 | EFT | TX Med Ctr Garage | parking | Nelva | 2.00 | 1,473.24 |
| Check | 6/3/2011 | EFT | Chevron | Fuel | Nelva | 24.00 | 1,497.24 |
| Check | 6/6/2011 | EFT | Exxon Mobil | Fuel | Nelva | 43.12 | 1,540.36 |
| Check | 6/7/2011 | EFT | Chevron | Fuel | Nelva | 22.92 | 1,563.28 |
| Check | 6/8/2011 | EFT | Exxon Mobil | Fuel | Nelva | 22.08 | 1,585.36 |
| Check | 6/13/2011 | EFT | Exxon Mobil | Fuel | Nelva | 23.84 | 1,609.20 |
| Check | 6/14/2011 | EFT | Exxon Mobil | Fuel | Nelva | 29.37 | 1,638.57 |
| Check | 6/15/2011 | EFT | Chevron | Fuel | Nelva | 26.47 | 1,665.04 |
| Check | 6/20/2011 | EFT | Exxon Mobil | Fuel | Nelva | 25.60 | 1,690.64 |
| Check | 6/21/2011 | EFT | Chevron | Fuel | Nelva | 26.58 | 1,717.22 |
| Check | 6/27/2011 | EFT | Chevron | Fuel | Nelva | 25.13 | 1,742.35 |
| Check | 6/28/2011 | EFT | Chevron | Fuel | Nelva | 22.70 | 1,765.05 |
| Check | 7/1/2011 | EFT | Chevron | Fuel | Nelva | 26.25 | 1,791.30 |
| Check | 7/5/2011 | EFT | Shell | Fuel | Nelva | 23.05 | 1,814.35 |
| Check | 7/5/2011 | EFT | Chevron | Fuel | Nelva | 26.86 | 1,841.21 |
| Check | 7/8/2011 | EFT | Chevron | Fuel | Nelva | 25.68 | 1,866.89 |
| Check | 7/11/2011 | EFT | Chevron | Fuel | Nelva | 21.07 | 1,887.96 |
| Check | 7/13/2011 | EFT | Chevron | Fuel | Nelva | 23.37 | 1,911.33 |
| Check | 7/18/2011 | EFT | Exxon Mobil | Fuel | Nelva | 25.35 | 1,936.68 |
| Check | 7/19/2011 | EFT | Chevron | Fuel | Nelva | 30.18 | 1,966.86 |
| Check | 7/20/2011 | EFT | Chevron | Fuel | Nelva | 24.10 | 1,990.96 |



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# Brunsting Family Living Trust
## Detail of Accounts
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 | 25.68 | 2,067.16 |
| Check | 8/1/2011 | EFT | Chevron | Fuel | Nelva | 21.07 | 2,088.23 |
| Check | 8/2/2011 | EFT | Chevron | Fuel | Nelva | 20.62 | 2,108.85 |
| Check | 8/8/2011 | EFT | Chevron | Fuel | Nelva | 25.37 | 2,134.22 |
| Check | 8/9/2011 | EFT | Chevron | Fuel | Nelva | 26.27 | 2,160.49 |
| Check | 8/10/2011 | EFT | Exxon Mobil | Fuel | Nelva | 25.53 | 2,186.02 |
| Check | 8/15/2011 | EFT | Chevron | Fuel | Nelva | 25.41 | 2,211.43 |
| Check | 8/17/2011 | EFT | Chevron | Fuel | Nelva | 26.21 | 2,237.64 |
| Check | 8/22/2011 | EFT | Chevron | Fuel | Nelva | 25.52 | 2,263.16 |
| Check | 8/23/2011 | EFT | Chevron | Fuel | Nelva | 22.25 | 2,285.41 |
| Check | 8/25/2011 | EFT | Chevron | Fuel | Nelva | 15.14 | 2,300.55 |
| Check | 8/29/2011 | EFT | Chevron | Fuel | Nelva | 20.14 | 2,320.69 |
| Check | 8/31/2011 | EFT | Chevron | Fuel | Nelva | 20.16 | 2,340.85 |
| Check | 9/6/2011 | EFT | Chevron | Fuel | Nelva | 21.50 | 2,362.35 |
| Check | 9/6/2011 | EFT | Chevron | Fuel | Nelva | 16.07 | 2,378.42 |
| Check | 9/6/2011 | EFT | Chevron | Fuel | Nelva | 14.34 | 2,392.76 |
| Check | 9/7/2011 | EFT | Chevron | Fuel | Nelva | 21.15 | 2,413.91 |
| Check | 9/13/2011 | EFT | Exxon Mobil | Fuel | Nelva | 23.96 | 2,437.87 |
| Check | 9/15/2011 | EFT | Chevron | Fuel | Nelva | 20.57 | 2,458.44 |
| Check | 9/19/2011 | EFT | Chevron | Fuel | Nelva | 20.23 | 2,478.67 |
| Check | 9/22/2011 | EFT | Chevron | Fuel | Nelva | 23.31 | 2,501.98 |
| Check | 9/27/2011 | EFT | Chevron | Fuel | Nelva | 25.07 | 2,527.05 |
| Check | 9/30/2011 | EFT | Chevron | Fuel | Nelva | 23.30 | 2,550.35 |
| Check | 10/3/2011 | EFT | Chevron | Fuel | Nelva | 25.22 | 2,575.57 |
| Check | 10/5/2011 | EFT | Exxon Mobil | Fuel | Nelva | 20.11 | 2,595.68 |
| Check | 10/6/2011 | 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 | 2,661.43 |
| Check | 10/14/2011 | EFT | Chevron | Fuel | Nelva | 24.70 | 2,686.13 |
| Check | 10/17/2011 | EFT | Chevron | fuel | Nelva | 21.07 | 2,707.20 |
| Check | 10/17/2011 | EFT | Chevron | Fuel | Nelva | 20.92 | 2,728.12 |
| Check | 10/19/2011 | ETFT | Chevron | Fuel | Nelva | 21.78 | 2,749.90 |
| Check | 10/26/2011 | eft | Exxon Mobil | fUEL | Nelva | 20.25 | 2,770.15 |
| Check | 10/27/2011 | EFT | Chevron | Fuel | Nelva | 20.99 | 2,791.14 |
| Check | 10/31/2011 | EFT | Chevron | Fuel | Nelva | 22.72 | 2,813.86 |
| Check | 10/31/2011 | EFT | Chevron | Fuel | Nelva | 21.06 | 2,834.92 |
| Check | 11/2/2011 | EFT | Chevron | Fuel | Nelva | 20.90 | 2,855.82 |
| Check | 11/4/2011 | EFT | Chevron | Fuel | Nelva | 19.91 | 2,875.73 |
| Check | 11/7/2011 | EFT | Chevron | Fuel | Nelva | 22.79 | 2,898.52 |
| Check | 11/9/2011 | EFT | Chevron | Fuel | Nelva | 20.41 | 2,918.93 |
| Check | 11/14/2011 | eft | Chevron | fUEL | Nelva | 25.76 | 2,944.69 |
| Check | 11/14/2011 | eft | Chevron | Fuel | Nelva | 21.07 | 2,965.76 |
| Total Automobile Expense | | | | | | 2,965.76 | 2,965.76 |
| **Bank & Brokerage Charges** | | | | | | | |
| Check | 12/23/2010 | EFT | Bank of America | External Transfer Fee | Nelva | 3.00 | 3.00 |
| General Journal | 12/28/2010 | EJ20101214 | | Offset Admin Fee | Elmer | -13.88 | -10.88 |
| Check | 12/30/2010 | EFT | Bank of America | Check Order | Nelva | 27.00 | 16.12 |
| General Journal | 1/6/2011 | EJ20110106 | | Advisory Solutions Program Fee | Elmer | 305.91 | 322.03 |
| Check | 1/13/2011 | EFT | Bank of America | Check Order | Nelva | 26.00 | 348.03 |
| Check | 1/19/2011 | EFT | Bank of America | NSF Returned Item Fee for Activity | Nelva | 35.00 | 383.03 |
| Check | 1/19/2011 | EFT | Bank of America | NSF Overdraft Item Fee For Activity | Nelva | 35.00 | 418.03 |
| Check | 1/19/2011 | EFT | Bank of America | NSF: Returned Item Fee for Activity | Nelva | 35.00 | 453.03 |
| Check | 1/20/2011 | EFT | Bank of America | External Transfer Fee | Survivor | 3.00 | 456.03 |
| General Journal | 1/27/2011 | EJ20110108 | | Offset of Admin Fee | Elmer | -12.41 | 443.62 |
| General Journal | 1/27/2011 | EJ20120456 | | Fee Refund Nbkhuz8 - Reimbursement | Nelva | -105.00 | 338.62 |
| General Journal | 2/4/2011 | EJ20110203 | | Redeem JPM Fed Money Market Instl Cl | Elmer | 297.60 | 636.22 |
| General Journal | 2/23/2011 | EJ20110205 | | Fee Offset Less Admin Fee | Elmer | -11.67 | 624.55 |
| General Journal | 3/4/2011 | EJ20110303 | | Redeem JPM Fed Money Market Inst | Elmer | 273.03 | 897.58 |
| General Journal | 3/11/2011 | DR12110301 | | Svc Fee on Reinvestment of Dividends on Chevron Stock | Family | 3.00 | 900.58 |
| General Journal | 3/23/2011 | EJ20110306 | | Fee Offset Less Admin Fee | Elmer | -13.01 | 887.57 |
| General Journal | 4/5/2011 | EJ20110403 | | Redeem JPM Fed Money Market Instl Cl | Elmer | 300.68 | 1,188.25 |
| General Journal | 4/21/2011 | EJ20110404 | | Fee Offset Less Admin Fee | Elmer | -11.70 | 1,176.55 |
| General Journal | 5/5/2011 | EJ20110502 | | Redeem JPM Fed Money Market Instl | Elmer | 295.92 | 1,472.47 |
| General Journal | 5/17/2011 | EJ20110503 | | Fee Offset Less Admin Fee | Elmer | -12.12 | 1,460.35 |
| General Journal | 6/1/2011 | EJ20110602 | | Minimum Balance Fee | Survivor | 3.00 | 1,463.35 |
| General Journal | 6/1/2011 | EJ20110601 | | Redeem JPM Fed Money Market Instl Cl | Elmer | 305.34 | 1,768.69 |
| Check | 6/14/2011 | EFT | Bank of America | External Transfer Fee - 3 Day bank charge | Survivor | 3.00 | 1,771.69 |
| General Journal | 6/22/2011 | EJ20110604 | | Fee Offset Less Admin Fee | Elmer | -11.59 | 1,760.10 |
| Check | 6/23/2011 | EFT | Bank of America | Check order fee | Nelva | 23.00 | 1,783.10 |
| General Journal | 7/8/2011 | EJ20110703 | | Redeemed JPM Fed Money Market Instl Cl | Elmer | 288.60 | 2,071.70 |
| Check | 7/20/2011 | EFT | Bank of America | Safebox Fee | Survivor | 8.00 | 2,079.70 |
| General Journal | 7/26/2011 | EJ20110704 | | Fee Offset Less Admin Fee | Elmer | -12.20 | 2,067.50 |
| Check | 7/27/2011 | EFT | Bank of America | External transfer fee - 3 Day | Survivor | 3.00 | 2,070.50 |
| General Journal | 8/4/2011 | EJ20110802 | | Redeemed JPM Fed Money Market Instl Cl | Elmer | 302.09 | 2,372.59 |
| General Journal | 8/25/2011 | EJ20110803 | | Fee Offset Less Admin Fee | Elmer | -11.67 | 2,360.92 |
| General Journal | 9/7/2011 | EJ20110902 | | Redeemed JPM Fed Money Market Instl C | Elmer | 279.62 | 2,640.54 |
| General Journal | 9/22/2011 | EJ20110906 | | Fee Offset Less Admin Fee | Elmer | -13.30 | 2,627.24 |
| General Journal | 10/6/2011 | EJ20111003 | | Redeemed JPM Fed Money Market Instl Cl | Elmer | 260.78 | 2,888.02 |
| General Journal | 10/25/2011 | EJ20111005 | | Fee Offset Less Admin Fee | Elmer | -14.31 | 2,873.71 |
| General Journal | 11/1/2011 | EJ20110145 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 2,965.49 |
| Check | 11/3/2011 | EFT | Bank of America | check order | Nelva | 23.00 | 2,988.49 |
| General Journal | 11/4/2011 | EJ20111103 | | Redeemed JPM Fed Money Market Instl Cl | Elmer | 264.30 | 3,252.79 |
| Check | 11/7/2011 | EFT | Bank of America | Wire transfer fee | Survivor | 25.00 | 3,277.79 |
| Check | 11/7/2011 | EFT | Bank of America | Wire transfer fee | Survivor | 25.00 | 3,302.79 |

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# Brunsting Family Living Trust
## Detail of Accounts
**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 Tlr payment to Sdb 2575 banking | Survivor | 25.00 | 3,330.79 |
| General Journal | 11/10/2011 | EJ20110148 | | Safe Deposit Box Rent Refund Fde | Survivor | -82.00 | 3,248.79 |
| Check | 11/14/2011 | EFT | Bank of America | Safe box fee | Survivor | 135.00 | 3,383.79 |
| General Journal | 11/18/2011 | EJ20111104 | | Estate Service Fee | Survivor | 100.00 | 3,483.79 |
| General Journal | 11/21/2011 | EJ20111105 | | Wire Transfer Fee | Survivor | 25.00 | 3,508.79 |
| Check | 11/21/2011 | EFT | Bank of America | wire transfer fee | Survivor | 12.00 | 3,520.79 |
| General Journal | 11/22/2011 | EJ20111104 | | Fee Offset Less Admin Fee | Elmer | -13.47 | 3,507.32 |
| Check | 12/1/2011 | Debit | Bank of America-Brun... | Check order | Survivor | 26.00 | 3,533.32 |
| General Journal | 12/9/2011 | EJ20111211 | | Estate Valuation Fee | Survivor | 50.00 | 3,583.32 |
| General Journal | 12/23/2011 | EJ20111223 | | Fee Offset Less Admin Fee | Elmer | -13.85 | 3,569.47 |
| General Journal | 12/31/2011 | EJ20111204 | | Redeem JPMorgan Fed Money Market Istl Cl | Elmer | 256.62 | 3,826.09 |
| General Journal | 1/6/2012 | EJ20120103 | | Redeemed JP Morgan Fed Mon Mkt | Elmer | 264.78 | 4,090.87 |
| Check | 1/11/2012 | EFT | Bank of America | | Elmer | 14.00 | 4,104.87 |
| General Journal | 1/19/2012 | EJ20120105 | | Fee Offset Less Admin Fee | Elmer | -13.09 | 4,091.78 |
| General Journal | 2/3/2012 | EJ20120203 | | Redeemed JP Morgan Fed Mon Mkt Instl Cl | Elmer | 269.92 | 4,361.70 |
| General Journal | 2/24/2012 | EJ20120204 | | Fee Offset Less Admin Fee | Elmer | -12.21 | 4,349.49 |
| General Journal | 2/28/2012 | EJ20120221 | | Annual Service Fee | Survivor | 40.00 | 4,389.49 |
| Check | 3/5/2012 | TXFR | Bank of America | External transfer fee - 3 day | Survivor | 3.00 | 4,392.49 |
| General Journal | 3/6/2012 | EJ20120303 | | Redeem JP Morgan Fed Mon Mkt Instl Cl | Elmer | 260.41 | 4,652.90 |
| Check | 3/15/2012 | EFT | Bank of America | | Elmer | 31.00 | 4,683.90 |
| Check | 3/16/2012 | EFT | Bank of America | Returned Irem Chargeback Fee | Survivor | 12.00 | 4,695.90 |
| Check | 3/16/2012 | EFT | Bank of America | Returned Item Chargeback - Met Life dupl check | Survivor | 70.30 | 4,766.20 |
| General Journal | 3/28/2012 | EJ20120307 | | Fee Offset Less Admin Fee | Elmer | -12.62 | 4,753.58 |
| General Journal | 4/5/2012 | EJ20120403 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 283.77 | 5,037.35 |
| General Journal | 4/20/2012 | EJ20120404 | | Fee Offset Less Admin Fee | Elmer | -11.53 | 5,025.82 |
| General Journal | 5/4/2012 | EJ20120503 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 272.29 | 5,298.11 |
| General Journal | 5/30/2012 | EJ20120506 | | Fee Offset Less Admin Fee | Elmer | -11.98 | 5,286.13 |
| General Journal | 6/5/2012 | EJ20120603 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 272.55 | 5,558.68 |
| General Journal | 6/25/2012 | EJ20120607 | | Fee Offset Les Admin Fee | Elmer | -12.29 | 5,546.39 |
| General Journal | 7/6/2012 | EJ20120703 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 259.71 | 5,806.10 |
| Check | 7/17/2012 | EFT | Bank of America | External transfer fee - 3 Day | Survivor | 3.00 | 5,809.10 |
| General Journal | 7/27/2012 | EJ20120704 | | Fee Offset Less Admin Fee | Elmer | -16.56 | 5,792.54 |
| General Journal | 8/3/2012 | EJ20120803 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 275.06 | 6,067.60 |
| General Journal | 8/23/2012 | EJ20120804 | | Fee Offset Less Admin Fee | Elmer | -16.69 | 6,050.91 |
| General Journal | 9/7/2012 | EJ20120903 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 281.37 | 6,332.28 |
| General Journal | 9/25/2012 | EJ20120907 | | Fee Offset Less Admin Fee | Elmer | -16.75 | 6,315.53 |
| General Journal | 10/4/2012 | EJ20121003 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 278.62 | 6,594.15 |
| General Journal | 10/24/2012 | EJ20121006 | | Fee Offset Less Admin Fee | Elmer | -17.20 | 6,576.95 |
| General Journal | 11/6/2012 | EJ20121103 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 288.03 | 6,864.98 |
| General Journal | 11/30/2012 | EJ20121104 | | Fee Offset Less Admin Fee | Elmer | -17.01 | 6,847.97 |
| General Journal | 12/6/2012 | EJ20121203 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 275.75 | 7,123.72 |
| General Journal | 12/21/2012 | EJ20121211 | | Fee Offset Less Admin Fee | Elmer | -17.22 | 7,106.50 |
| General Journal | 1/7/2013 | EJ20130102 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 290.80 | 7,397.30 |
| General Journal | 1/25/2013 | EJ20130104 | | Fee Offset Less Admin Fee | Elmer | -16.98 | 7,380.32 |
| General Journal | 2/5/2013 | EJ20130203 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 299.80 | 7,680.12 |
| General Journal | 2/22/2013 | EJ20130204 | | Fee Offset Less Admin Fee | Elmer | -17.22 | 7,662.90 |
| General Journal | 2/28/2013 | EJ20130222 | | Annual Fee | Survivor | 40.00 | 7,702.90 |
| General Journal | 3/7/2013 | EJ20130303 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 273.58 | 7,976.48 |
| General Journal | 3/19/2013 | EJ20130306 | | Fee Offset Less Admin Fee | Elmer | -18.33 | 7,958.15 |
| General Journal | 4/9/2013 | EJ20130403 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 306.53 | 8,264.68 |
| General Journal | 4/18/2013 | EJ20130404 | | Fee Offset Less Admin Fee | Elmer | -17.32 | 8,247.36 |
| Check | 4/30/2013 | EFT | Bank of America | Monthly Fee | Nelva | 12.00 | 8,259.36 |
| General Journal | 5/7/2013 | EJ20130503 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 298.51 | 8,557.87 |
| General Journal | 5/28/2013 | EJ20130504 | | Fee Offset Less Admin Fee | Elmer | -17.25 | 8,540.62 |
| Total Bank & Brokerage Charges | | | | | | 8,540.62 | 8,540.62 |
| **Checks/Cash to Family Members** | | | | | | | |
| Check | 12/21/2010 | 6849 | Amy Brunsting Tschir... | Christmas Gifts | Nelva | 200.00 | 200.00 |
| Check | 12/21/2010 | EFT | Amy Brunsting Tschir... | Transfer Confirmation #6403973884 | Nelva | 7,000.00 | 7,200.00 |
| Check | 12/31/2010 | ATM | Cash | TX Tr Cash Withdrawal at Banking Center Town and Country | Nelva | 25.00 | 7,225.00 |
| Check | 1/12/2011 | ATM | Cash | ATM 01/11 #000007185 | Nelva | 40.00 | 7,265.00 |
| Check | 1/19/2011 | EFT | Amy Tschirhart | ties to G Vie letter/sch's dated 7/15/13 | Survivor | 6,000.00 | 13,265.00 |
| Check | 1/25/2011 | ATM | Cash | ATM - Cash 01/25 #000006811 | Nelva | 10.00 | 13,275.00 |
| Check | 1/25/2011 | 115 | Cash | CAsh | Nelva | 100.00 | 13,375.00 |
| Check | 2/22/2011 | 140 | Cash | Cash | Nelva | 100.00 | 13,475.00 |
| Check | 3/14/2011 | 149 | Candace Curtis | | Nelva | 25.00 | 13,500.00 |
| Check | 3/20/2011 | 7007 | Amy Brunsing | Reimbursement for supplies | Survivor | 40.00 | 13,540.00 |
| Check | 4/7/2011 | EFT | Candace Curtis | Gifts Given/ref acct 2272/ties to G Vie letter/sch's dated 7/15/13 | Survivor | 3,000.00 | 16,540.00 |
| Check | 4/21/2011 | EFT | Best uy | Tino phone | Nelva | 376.38 | 16,916.38 |
| Check | 5/10/2011 | 7014 | TDECU | Luke Truck, ties to G Vie letter/sch's dated 7/15/13 | Survivor | 5,443.22 | 22,359.60 |
| Check | 5/27/2011 | 7016 | The Victoria Col | Luke college -in lieu of Anita Trustee fee per G Vie letter | Survivor | 461.00 | 22,820.60 |
| Check | 6/2/2011 | EFT | Iowa 529 | Kt college - Ach DES:Contribution ID:0000 | Survivor | 500.00 | 23,320.60 |
| Check | 6/3/2011 | EFT | Am-Honda | For Katie DES:PMT ID:000001032223 ties to G Vie letter/sch's ... | Survivor | 5,750.51 | 29,071.11 |
| Check | 6/6/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:11... | Survivor | 2,358.75 | 31,429.86 |
| Check | 6/8/2011 | TXFR | Candace Curtis | Candy Curtis to ckg ...2272 ties to G Vie letter/sch's dated 7/15... | Survivor | 2,000.00 | 33,429.86 |
| Check | 6/13/2011 | TXFR | Amy Tschirhart | Reimbursement - Supplies to fix house | Survivor | 100.00 | 33,529.86 |
| Check | 6/23/2011 | 240 | Luke Riley | Household yard work | Nelva | 25.00 | 33,554.86 |
| Check | 6/27/2011 | EFT | Bank of America Cre... | in lieu of Anita Trustee fee as per G Vie letter $ amt. transposed... | Survivor | 2,364.34 | 35,919.20 |
| Check | 7/6/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:114... | Survivor | 2,976.35 | 38,895.55 |
| Check | 7/15/2011 | EFT | Bank of America Cre... | Cr Card pymt in lieu of Trustee fee Anita, G Vie letter and Trust ... | Survivor | 7,242.83 | 46,138.38 |
| Check | 7/18/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letterDES:EPAY ID:115... | Survivor | 1,998.19 | 48,136.57 |
| Check | 7/26/2011 | EFT | Amy Tschirhart | Reimbursement supplies to fix house | Survivor | 100.00 | 48,236.57 |
| Check | 8/24/2011 | EFT | Candace Curtis | ties to G Vie letter/sch's dated 7/15/13 | Survivor | 2,000.00 | 50,236.57 |
| Check | 8/24/2011 | EFT | Candace Curtis | to chk 2839 | Nelva | 75.00 | 50,311.57 |
| Check | 8/25/2011 | EFT | Candace Curtis | to chk 2839 | Nelva | 15.00 | 50,326.57 |
| Check | 8/25/2011 | EFT | Candace Curtis | to chk 2839 | Nelva | 15.00 | 50,341.57 |
| Check | 8/26/2011 | EFT | UTSA Admissions | Luke college - Education | Survivor | 575.00 | 50,916.57 |



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# Brunsting Family Living Trust
## Detail of Accounts
**12/21/2010-05/31/2013**

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| Check | 9/6/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:117... | Survivor | 999.04 | 51,915.61 |
| Check | 9/7/2011 | EFT | Candace Curtis | to chk 2839 | Nelva | 125.00 | 52,040.61 |
| Check | 9/8/2011 | EFT | Candace Curtis | to chk 2839 | Nelva | 550.00 | 52,590.61 |
| Check | 9/23/2011 | EFT | Bank of America Cre... | in lieu of Anita Trustee fee as per G Vie letter date on his sch 9/7 | Survivor | 4,767.36 | 57,357.97 |
| Check | 10/4/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:119... | Survivor | 2,390.35 | 59,748.32 |
| Check | 10/5/2011 | EFT | Candace Curtis | to chk 2839`` | Nelva | 500.00 | 60,248.32 |
| Check | 10/18/2011 | 356 | Nelva Brunsting | Cash | Nelva | 50.00 | 60,298.32 |
| Check | 10/19/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:120... | Survivor | 2,033.30 | 62,331.62 |
| Check | 10/21/2011 | 7032 | Vehs Bankd Boosters | Katy band | Survivor | 280.00 | 62,611.62 |
| Check | 10/26/2011 | EFT | Candace Curtis | ties to G Vie letter/sch's dated 7/15/13 | Survivor | 2,000.00 | 64,611.62 |
| Check | 11/1/2011 | TXFR | Luke Riley | Luke College ties to G Vie letter/sch's dated 7/15/13 | Survivor | 2,000.00 | 66,611.62 |
| Check | 11/3/2011 | EFT | Bank of America Cre... | in lieu of Anita Trustee fee as per G Vie letter his sch had 10/6 d... | Survivor | 102.52 | 66,714.14 |
| Check | 11/7/2011 | EFT | Anita Brunsting | Legal fees Wire Type:Wire Out Date:111107 T to anita for futu... | Survivor | 10,000.00 | 76,714.14 |
| Check | 11/7/2011 | EFT | Amy Brunsing | Legal fees Wire TyoeL Wire Out Date:111107 T to amy for f... | Survivor | 10,000.00 | 86,714.14 |
| Check | 11/7/2011 | EFT | Amy Tschirhart | Reimbursement - for supplies to fix house | Survivor | 1,000.00 | 87,714.14 |
| Check | 11/8/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID: 121... | Survivor | 3,274.51 | 90,988.65 |
| Check | 11/10/2011 | EFT | Candace Curtis | ties to G Vie letter/sch's dated 7/15/13 | Survivor | 2,000.00 | 92,988.65 |
| Check | 1/25/2012 | 111 | Amy Brunsing | Reimbursement - moving/repair expenses | Survivor | 425.94 | 93,414.59 |
| Check | 2/27/2012 | TXFR | Carole Brunsting | Reimbursement - leveling house | Survivor | 10,000.00 | 103,414.59 |
| Check | 3/2/2012 | TXFR | Amy Brunsing | Reimbursement trust expenses | Survivor | 841.45 | 104,256.04 |
| Check | 3/2/2012 | TXFR | Carole Brunsting | Reimbursement - leveling house | Survivor | 2,537.50 | 106,793.54 |
| Check | 3/5/2012 | TXFR | Carole Brunsting | Reimbursement - leveling house | Survivor | 10,000.00 | 116,793.54 |
| Check | 3/6/2012 | TXFR | Carole Brunsting | Reimbursement - leveling house | Survivor | 3,117.50 | 119,911.04 |
| General Journal | 3/13/2012 | EJ20120410 | Amy Brunsting | Reimbursement | Survivor | -10,000.00 | 109,911.04 |
| General Journal | 3/13/2012 | EJ20120412 | Anita Brunsting | Reimbursement | Survivor | -10,040.00 | 99,871.04 |
| Check | 4/16/2012 | 122 | Candace Curtis | Remainder of Life Ins Trust - Other Income | Survivor | 60.00 | 99,931.04 |
| Check | 4/16/2012 | 123 | Carl Brunsting | Remainder of Life Ins Trust | Survivor | 60.00 | 99,991.04 |
| Check | 4/16/2012 | 124 | Amy Brunsing | Remainder of Life Ins Trust - Other Inc | Survivor | 60.00 | 100,051.04 |
| Check | 4/16/2012 | 125 | Carole Brunsting | Remainder of Life Ins Trust - Other Inc | Survivor | 60.00 | 100,111.04 |
| Check | 4/16/2012 | 127 | Anita Brunsting | Remainder of Life Ins Trust - Other Inc | Survivor | 44.65 | 100,155.69 |
| Check | 4/20/2012 | EFT | Carole Brunsting | Moving Expenses Reimbursement | Survivor | 1,563.50 | 101,719.19 |
| Check | 4/25/2012 | 131 | Anita Brunsting | Legal fees Reimbursement for Retainer to Chip Mathews | Survivor | 5,000.00 | 106,719.19 |
| Check | 4/25/2012 | 130 | Anita Brunsting | Reimbursement for UPS to mail boxes to S Mills | Survivor | 102.11 | 106,821.30 |
| Check | 5/16/2012 | 101 | Anita Brunsting | Reimbursement for 1/2 farm tax | Elmer | 1,679.43 | 108,500.73 |
| Check | 7/16/2012 | TXFR | Amy Brunsing | Trust expenses - Reimbursement | Survivor | 353.43 | 108,854.16 |
| Check | 9/10/2012 | 139 | Anita Brunsting | Reimburse postage | Survivor | 61.75 | 108,915.91 |
| Check | 9/10/2012 | 140 | Anita Brunsting | Stamps reimbursement | Survivor | 9.00 | 108,924.91 |
| Total Checks/Cash to Family Members | | | | | | 108,924.91 | 108,924.91 |
| **Dues and Subscriptions** | | | | | | | |
| Check | 3/15/2011 | 154 | Birds and Blooms | | Nelva | 10.00 | 10.00 |
| Check | 4/25/2011 | 187 | Doon Press | | Nelva | 26.50 | 36.50 |
| Check | 8/17/2011 | 294 | Houston Chronicle | | Nelva | 138.00 | 174.50 |
| Check | 8/18/2011 | 292 | Time Magazine | | Nelva | 20.00 | 194.50 |
| Check | 9/21/2011 | 322 | Iowa Outdoors | | Nelva | 15.00 | 209.50 |
| Check | 9/10/2012 | 137 | Houston Chronicle | final payment - subscription | Survivor | 68.97 | 278.47 |
| Total Dues and Subscriptions | | | | | | 278.47 | 278.47 |
| **Food/Dining/Groceries** | | | | | | | |
| Check | 12/21/2010 | 6848 | Randalls | | Nelva | 60.51 | 60.51 |
| Check | 1/10/2011 | EFT | Randalls | 01/09 #000555055 | Nelva | 234.97 | 295.48 |
| Check | 1/18/2011 | EFT | Kroger | | Nelva | 32.33 | 327.81 |
| Check | 1/24/2011 | EFT | Randalls | 01/23 #000635058 | Nelva | 35.89 | 363.70 |
| Check | 1/24/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 366.99 |
| Check | 1/31/2011 | EFT | Randalls | | Nelva | 51.87 | 418.86 |
| Check | 1/31/2011 | EFT | Randalls | | Nelva | 47.24 | 466.10 |
| Check | 1/31/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 469.39 |
| Check | 2/7/2011 | EFT | Randalls | | Nelva | 71.64 | 541.03 |
| Check | 2/14/2011 | EFT | Randalls | | Nelva | 23.68 | 564.71 |
| Check | 2/14/2011 | EFT | Randalls | | Nelva | 76.92 | 641.63 |
| Check | 2/18/2011 | EFT | Kroger | | Nelva | 27.33 | 668.96 |
| Check | 2/22/2011 | EFT | Subway | Dining | Nelva | 3.25 | 672.21 |
| Check | 2/22/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 5.83 | 678.04 |
| Check | 2/22/2011 | EFT | Randalls | | Nelva | 47.02 | 725.06 |
| Check | 2/22/2011 | EFT | Wal-Mart | | Nelva | 46.27 | 771.33 |
| Check | 2/22/2011 | EFT | Randalls | | Nelva | 8.68 | 780.01 |
| Check | 2/22/2011 | EFT | Walgreens | | Nelva | 28.12 | 808.13 |
| Check | 2/24/2011 | EFT | Randalls | | Nelva | 24.39 | 832.52 |
| Check | 3/7/2011 | EFT | Randalls | | Nelva | 24.30 | 856.82 |
| Check | 3/7/2011 | EFT | Chick-fil-a #0103 | | Nelva | 3.29 | 860.11 |
| Check | 3/7/2011 | EFT | Randalls | | Nelva | 9.77 | 869.88 |
| Check | 3/7/2011 | eft | Wal-Mart | | Nelva | 11.89 | 881.77 |
| General Journal | 3/7/2011 | EJ20120461 | | DEBIT 1943 | Nelva | -6.48 | 875.29 |
| Check | 3/8/2011 | eft | Subway | | Nelva | 3.25 | 878.54 |
| Check | 3/14/2011 | EFT | Randalls | | Nelva | 29.21 | 907.75 |
| Check | 3/14/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 14.16 | 921.91 |
| Check | 3/14/2011 | EFT | Randalls | | Nelva | 13.23 | 935.14 |
| Check | 3/14/2011 | EFT | Taco Cabana | Dining | Nelva | 6.48 | 941.62 |
| Check | 3/14/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 944.91 |
| Check | 3/14/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 1.83 | 946.74 |
| Check | 3/14/2011 | EEFT | Taco Cabana | Dining | Nelva | 8.63 | 955.37 |
| Check | 3/16/2011 | EFT | Randalls | | Nelva | 60.94 | 1,016.31 |
| Check | 3/16/2011 | EFT | Randalls | | Nelva | 12.44 | 1,028.75 |
| Check | 3/18/2011 | EFT | Randalls | | Nelva | 69.77 | 1,098.52 |
| Check | 3/21/2011 | EFT | Taco Cabana | Dining | Nelva | 22.68 | 1,121.20 |
| Check | 3/21/2011 | EFT | Taco Cabana | Dining | Nelva | 23.77 | 1,144.97 |
| Check | 3/21/2011 | EFT | Wal-Mart | | Nelva | 114.67 | 1,259.64 |
| Check | 3/21/2011 | EFT | Randalls | | Nelva | 18.37 | 1,278.01 |



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## Brunsting Family Living Trust
## Detail of Accounts
12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| Check | 3/21/2011 | EFT | Randalls | | Nelva | 13.11 | 1,291.12 |
| Check | 3/28/2011 | EFT | Randalls | | Nelva | 36.05 | 1,327.17 |
| Check | 3/29/2011 | EFT | Subway | Dining | Nelva | 4.33 | 1,331.50 |
| Check | 3/30/2011 | EFT | Randalls | | Nelva | 8.85 | 1,340.35 |
| Check | 4/4/2011 | EFT | Wal-Mart | | Nelva | 37.28 | 1,377.63 |
| Check | 4/4/2011 | EFT | Randalls | | Nelva | 34.54 | 1,412.17 |
| Check | 4/4/2011 | EFT | Randalls | | Nelva | 52.52 | 1,464.69 |
| Check | 4/5/2011 | EFT | Subway | Dining | Nelva | 3.25 | 1,467.94 |
| Check | 4/6/2011 | EFT | Randalls | | Nelva | 34.97 | 1,502.91 |
| Check | 4/8/2011 | EFT | Randalls | | Nelva | 15.87 | 1,518.78 |
| Check | 4/11/2011 | EFT | Subway | Dining | Nelva | 3.79 | 1,522.57 |
| Check | 4/11/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 1.83 | 1,524.40 |
| Check | 4/11/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 1.83 | 1,526.23 |
| Check | 4/11/2011 | EFT | Randalls | | Nelva | 16.56 | 1,542.79 |
| Check | 4/11/2011 | EFT | Randalls | | Nelva | 51.94 | 1,594.73 |
| Check | 4/12/2011 | EFT | Subway | Dining | Nelva | 3.25 | 1,597.98 |
| Check | 4/12/2011 | EFT | Randalls | | Nelva | 34.69 | 1,632.67 |
| Check | 4/13/2011 | EFT | Randalls | | Nelva | 67.04 | 1,699.71 |
| Check | 4/14/2011 | EFT | Randalls | | Nelva | 24.03 | 1,723.74 |
| Check | 4/15/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 10.25 | 1,733.99 |
| Check | 4/18/2011 | EFT | Randalls | | Nelva | 26.45 | 1,760.44 |
| Check | 4/18/2011 | EFT | Randalls | | Nelva | 23.16 | 1,783.60 |
| Check | 4/18/2011 | EFT | Randalls | | Nelva | 17.30 | 1,800.90 |
| Check | 4/22/2011 | EFT | Randalls | | Nelva | 57.60 | 1,858.50 |
| Check | 4/25/2011 | EFT | Subway | Dining | Nelva | 3.79 | 1,862.29 |
| Check | 4/25/2011 | EFT | Subway | Dining | Nelva | 3.79 | 1,866.08 |
| Check | 4/25/2011 | EFT | Taco Cabana | Dining | Nelva | 22.68 | 1,888.76 |
| Check | 4/25/2011 | EFT | Randalls | | Nelva | 86.07 | 1,974.83 |
| Check | 5/2/2011 | EFT | Randalls | | Nelva | 140.07 | 2,114.90 |
| Check | 5/3/2011 | EFT | Randalls | | Nelva | 36.75 | 2,151.65 |
| Check | 5/6/2011 | EFT | Randalls | | Nelva | 17.30 | 2,168.95 |
| Check | 5/9/2011 | EFT | Randalls | | Nelva | 33.74 | 2,202.69 |
| Check | 5/9/2011 | EFT | Randalls | | Nelva | 55.52 | 2,258.21 |
| Check | 5/11/2011 | EFT | Randalls | | Nelva | 10.39 | 2,268.60 |
| Check | 5/16/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 2,271.89 |
| Check | 5/16/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 2,275.18 |
| Check | 5/18/2011 | EFT | Randalls | | Nelva | 42.56 | 2,317.74 |
| Check | 5/20/2011 | EFT | Randalls | | Nelva | 21.87 | 2,339.61 |
| Check | 5/23/2011 | EFT | Randalls | | Nelva | 57.35 | 2,396.96 |
| Check | 5/25/2011 | EFT | Randalls | Dining | Nelva | 43.52 | 2,440.48 |
| Check | 5/31/2011 | EFT | Randalls | | Nelva | 31.71 | 2,472.19 |
| Check | 6/3/2011 | EFT | Randalls | | Nelva | 23.46 | 2,495.65 |
| Check | 6/6/2011 | EFT | Kroger | | Nelva | 32.17 | 2,527.82 |
| Check | 6/6/2011 | EFT | Randalls | | Nelva | 23.97 | 2,551.79 |
| Check | 6/6/2011 | EFT | Randalls | | Nelva | 20.00 | 2,571.79 |
| Check | 6/6/2011 | EFT | Fastop | Dining | Nelva | 4.25 | 2,576.04 |
| Check | 6/13/2011 | EFT | McDonald's | Dining | Nelva | 13.46 | 2,589.50 |
| Check | 6/13/2011 | EFT | Kroger | | Nelva | 3.05 | 2,592.55 |
| Check | 6/13/2011 | EFT | Randalls | | Nelva | 43.77 | 2,636.32 |
| Check | 6/13/2011 | EFT | Randalls | | Nelva | 54.05 | 2,690.37 |
| Check | 6/14/2011 | EFT | McDonald's | Dining | Nelva | 2.17 | 2,692.54 |
| Check | 6/20/2011 | EFT | Randalls | | Nelva | 24.19 | 2,716.73 |
| Check | 6/24/2011 | EFT | Randalls | | Nelva | 41.68 | 2,758.41 |
| Check | 6/28/2011 | EFT | Randalls | | Nelva | 50.83 | 2,809.24 |
| Check | 7/1/2011 | EFT | Randalls | | Nelva | 18.92 | 2,828.16 |
| Check | 7/5/2011 | EFT | Randalls | | Nelva | 25.61 | 2,853.77 |
| Check | 7/5/2011 | EFT | Randalls | | Nelva | 34.05 | 2,887.82 |
| Check | 7/6/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 5.13 | 2,892.95 |
| Check | 7/8/2011 | EFT | Randalls | | Nelva | 46.61 | 2,939.56 |
| Check | 7/11/2011 | EFT | Randalls | | Nelva | 52.99 | 2,992.55 |
| Check | 7/11/2011 | EFT | McDonald's | Dining | Nelva | 2.48 | 2,995.03 |
| Check | 7/11/2011 | EFT | Randalls | | Nelva | 29.80 | 3,024.83 |
| Check | 7/18/2011 | EFT | Randalls | | Nelva | 35.41 | 3,060.24 |
| Check | 7/18/2011 | EFT | Randalls | | Nelva | 25.14 | 3,085.38 |
| Check | 7/18/2011 | EFT | Wal-Mart | | Nelva | 260.73 | 3,346.11 |
| Check | 7/21/2011 | EFT | Randalls | | Nelva | 45.34 | 3,391.45 |
| Check | 7/25/2011 | EFT | Randalls | | Nelva | 43.38 | 3,434.83 |
| Check | 7/25/2011 | EFT | Randalls | | Nelva | 60.57 | 3,495.40 |
| Check | 7/25/2011 | EFT | Kolache Factory | Dining | Nelva | 3.76 | 3,499.16 |
| Check | 7/28/2011 | EFT | Randalls | | Nelva | 31.23 | 3,530.39 |
| Check | 7/28/2011 | EFT | Randalls | | Nelva | 26.20 | 3,556.59 |
| Check | 7/29/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 1.83 | 3,558.42 |
| Check | 8/1/2011 | EFT | Randalls | | Nelva | 47.94 | 3,606.36 |
| Check | 8/1/2011 | EFT | Walgreens | | Nelva | 20.99 | 3,627.35 |
| Check | 8/1/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 3,630.64 |
| Check | 8/2/2011 | EFT | Randalls | | Nelva | 29.74 | 3,660.38 |
| Check | 8/4/2011 | EFT | McDonald's | Dining | Nelva | 2.17 | 3,662.55 |
| Check | 8/5/2011 | EFT | Randalls | | Nelva | 24.92 | 3,687.47 |
| Check | 8/8/2011 | EFT | Randalls | | Nelva | 30.29 | 3,717.76 |
| Check | 8/8/2011 | EFT | Randalls | 08/06 | Nelva | 57.90 | 3,775.66 |
| Check | 8/10/2011 | EFT | Randalls | | Nelva | 21.76 | 3,797.42 |
| Check | 8/15/2011 | EFT | Randalls | | Nelva | 58.34 | 3,855.76 |
| Check | 8/15/2011 | EFT | Randalls | | Nelva | 46.75 | 3,902.51 |
| Check | 8/17/2011 | EFT | HEB | | Nelva | 34.39 | 3,936.90 |
| Check | 8/17/2011 | EFT | HEB | | Nelva | 19.77 | 3,956.67 |
| Check | 8/22/2011 | EFT | Randalls | | Nelva | 39.52 | 3,996.19 |
| Check | 8/22/2011 | EFT | Randalls | | Nelva | 44.99 | 4,041.18 |
| Check | 8/24/2011 | EFT | Randalls | | Nelva | 44.36 | 4,085.54 |

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## Brunsting Family Living Trust
## Detail of Accounts
12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| Check | 8/24/2011 | EFT | Randalls | | Nelva | 28.74 | 4,114.28 |
| Check | 8/25/2011 | EFT | Randalls | | Nelva | 18.33 | 4,132.61 |
| Check | 8/29/2011 | EFT | Randalls | | Nelva | 36.15 | 4,168.76 |
| Check | 9/2/2011 | EFT | Randalls | | Nelva | 21.71 | 4,190.47 |
| Check | 9/6/2011 | EFT | Randalls | | Nelva | 33.12 | 4,223.59 |
| Check | 9/6/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 4,226.88 |
| Check | 9/6/2011 | EFT | Randalls | | Nelva | 68.27 | 4,295.15 |
| Check | 9/7/2011 | EFT | Randalls | | Nelva | 50.29 | 4,345.44 |
| Check | 9/8/2011 | EFT | Randalls | | Nelva | 14.60 | 4,360.04 |
| Check | 9/9/2011 | EFT | Chick-fil-a #0103 | | Nelva | 3.29 | 4,363.33 |
| Check | 9/12/2011 | EFT | Randalls | | Nelva | 92.24 | 4,455.57 |
| Check | 9/12/2011 | EFT | Randalls | | Nelva | 20.00 | 4,475.57 |
| Check | 9/19/2011 | EFT | Randalls | | Nelva | 42.84 | 4,518.41 |
| Check | 9/23/2011 | EFT | Walgreens | | Nelva | 11.99 | 4,530.40 |
| Check | 9/26/2011 | EFT | Wal-Mart | | Nelva | 133.75 | 4,664.15 |
| Check | 9/26/2011 | EFT | Randalls | | Nelva | 23.57 | 4,687.72 |
| Check | 9/28/2011 | EFT | Randalls | | Nelva | 14.06 | 4,701.78 |
| Check | 9/28/2011 | EFT | Randalls | | Nelva | 18.90 | 4,720.68 |
| Check | 9/30/2011 | EFT | Randalls | | Nelva | 28.77 | 4,749.45 |
| Check | 9/30/2011 | EFT | Randalls | | Nelva | 19.06 | 4,768.51 |
| Check | 10/3/2011 | EFT | Wal-Mart | | Nelva | 55.92 | 4,824.43 |
| Check | 10/3/2011 | EFT | Randalls | | Nelva | 32.16 | 4,856.59 |
| Check | 10/3/2011 | EFT | HEB | | Nelva | 20.75 | 4,877.34 |
| Check | 10/3/2011 | EFT | Randalls | | Nelva | 8.95 | 4,886.29 |
| Check | 10/4/2011 | EFT | Randalls | | Nelva | 38.92 | 4,925.21 |
| Check | 10/7/2011 | EFT | Randalls | | Nelva | 39.04 | 4,964.25 |
| Check | 10/11/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 4,967.54 |
| Check | 10/11/2011 | EFT | Randalls | | Nelva | 26.50 | 4,994.04 |
| Check | 10/11/2011 | EFT | Randalls | | Nelva | 14.06 | 5,008.10 |
| Check | 10/12/2011 | ET | Randalls | | Nelva | 25.47 | 5,033.57 |
| Check | 10/17/2011 | EFT | Randalls | | Nelva | 65.96 | 5,099.53 |
| Check | 10/17/2011 | EFT | Randalls | | Nelva | 45.32 | 5,144.85 |
| Check | 10/17/2011 | EFT | Randalls | | Nelva | 28.98 | 5,173.83 |
| Check | 10/17/2011 | EFT | Randalls | | Nelva | 28.05 | 5,201.88 |
| Check | 10/17/2011 | EFT | Randalls | | Nelva | 17.30 | 5,219.18 |
| Check | 10/17/2011 | EFT | McDonald's | Dining | Nelva | 6.26 | 5,225.44 |
| Check | 10/19/2011 | EFT | Randalls | | Nelva | 27.71 | 5,253.15 |
| Check | 10/20/2011 | EFT | Chick-fil-a #0103 | dINING | Nelva | 3.29 | 5,256.44 |
| Check | 10/21/2011 | eft | Randalls | | Nelva | 7.61 | 5,264.05 |
| Check | 10/21/2011 | eft | Chick-fil-a #0103 | dINING | Nelva | 3.29 | 5,267.34 |
| Check | 10/24/2011 | EFT | Randalls | | Nelva | 41.88 | 5,309.22 |
| Check | 10/24/2011 | eft | Chick-fil-a #0103 | dINING | Nelva | 3.29 | 5,312.51 |
| Check | 10/25/2011 | eft | Randalls | | Nelva | 52.17 | 5,364.68 |
| Check | 10/26/2011 | eft | Randalls | | Nelva | 42.23 | 5,406.91 |
| Check | 10/26/2011 | EFT | Subway | Dining | Nelva | 14.70 | 5,421.61 |
| Check | 10/31/2011 | EFT | Randalls | | Nelva | 94.10 | 5,515.71 |
| Check | 10/31/2011 | EFT | Randalls | | Nelva | 20.33 | 5,536.04 |
| Check | 10/31/2011 | EFT | Randalls | | Nelva | 6.90 | 5,542.94 |
| Check | 11/1/2011 | EFT | Randalls | | Nelva | 33.16 | 5,576.10 |
| Check | 11/2/2011 | EFT | Randalls | Fuel | Nelva | 25.78 | 5,601.88 |
| Check | 11/4/2011 | EFT | Randalls | | Nelva | 10.00 | 5,611.88 |
| Check | 11/4/2011 | EFT | Randalls | | Nelva | 53.01 | 5,664.89 |
| Check | 11/7/2011 | EFT | Au Bon Pain-memo | Dining | Nelva | 3.94 | 5,668.83 |
| Check | 11/7/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 5,672.12 |
| Check | 11/7/2011 | EFT | McDonald's | Dining | Nelva | 1.08 | 5,673.20 |
| Check | 11/7/2011 | EFT | Randalls | | Nelva | 33.51 | 5,706.71 |
| Check | 11/7/2011 | EFT | Randalls | | Nelva | 34.35 | 5,741.06 |
| Check | 11/8/2011 | EFT | Randalls | | Nelva | 17.84 | 5,758.90 |
| Check | 11/8/2011 | EFT | McDonald's | Dining | Nelva | 6.70 | 5,765.60 |
| Check | 11/8/2011 | EFT | Randalls | | Nelva | 48.45 | 5,814.05 |
| Check | 11/9/2011 | EFT | HEB | | Nelva | 43.40 | 5,857.45 |
| Check | 11/14/2011 | eft | Randalls | | Nelva | 32.71 | 5,890.16 |
| Check | 11/14/2011 | eft | Randalls | | Nelva | 30.92 | 5,921.08 |
| Check | 11/14/2011 | eft | Randalls | | Nelva | 22.41 | 5,943.49 |
| Check | 11/14/2011 | EFT | McDonald's | Dining | Nelva | 8.60 | 5,952.09 |
| Check | 11/14/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 5,955.38 |
| Check | 11/14/2011 | EFT | Chick-fil-a #0103 | Dining | Nelva | 3.29 | 5,958.67 |
| Total Food/Dining/Groceries | | | | | | 5,958.67 | 5,958.67 |
| **Funeral** | | | | | | | |
| Check | 11/12/2011 | 7033 | Memorial Oaks | | Survivor | 1,595.00 | 1,595.00 |
| Check | 11/14/2011 | 7035 | Memorial Oaks | | Survivor | 1,511.29 | 3,106.29 |
| Check | 11/15/2011 | 7036 | Memorial Oaks | Organist | Survivor | 150.00 | 3,256.29 |
| Check | 11/15/2011 | 7037 | Bob Johnson | pastor | Survivor | 300.00 | 3,556.29 |
| Total Funeral | | | | | | 3,556.29 | 3,556.29 |
| **Household** | | | | | | | |
| Check | 1/20/2011 | 111 | Mrs. Gutierrez | Cleaning | Nelva | 70.00 | 70.00 |
| Check | 2/11/2011 | 125 | Mrs. Gutierrez | Cleaning | Nelva | 70.00 | 140.00 |
| Check | 2/18/2011 | 161 | Mrs. Gutierrez | Cleaning | Nelva | 70.00 | 210.00 |
| Check | 2/22/2011 | EFT | Southwest Fertilizer | | Nelva | 8.73 | 218.73 |
| Check | 2/28/2011 | EFT | Southwest Fertilizer | | Nelva | 59.73 | 278.46 |
| Check | 2/28/2011 | EFT | Radio Shack | | Nelva | 94.13 | 372.59 |
| Check | 3/1/2011 | EFT | Home Depot | | Nelva | 20.55 | 393.14 |
| Check | 3/25/2011 | 169 | Mrs. Gutierrez | Cleaning | Nelva | 70.00 | 463.14 |
| Check | 3/28/2011 | EFT | Southwest Fertilizer | | Nelva | 13.39 | 476.53 |
| Check | 4/6/2011 | EFT | Southwest Fertilizer | | Nelva | 9.73 | 486.26 |
| Check | 4/8/2011 | 179 | Mrs. Gutierrez | Cleaning | Nelva | 70.00 | 556.26 |

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# Brunsting Family Living Trust
## Detail of Accounts
### 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 | Nelva | 22.83 | 579.09 |
| Check | 4/25/2011 | 196 | Mrs. Gutierrez | Cleaning | Nelva | 70.00 | 649.09 |
| Check | 5/3/2011 | EFT | Southwest Fertilizer | | Nelva | 21.98 | 671.07 |
| Check | 5/9/2011 | 210 | Mrs. Gutierrez | Cleaning | Nelva | 70.00 | 741.07 |
| Check | 5/23/2011 | 221 | Mrs. Gutierrez | Cleaning | Nelva | 70.00 | 811.07 |
| Check | 6/3/2011 | 237 | Mrs. Gutierrez | Cleaning | Nelva | 70.00 | 881.07 |
| Check | 6/27/2011 | EFT | Sou The Home | | Nelva | 161.36 | 1,042.43 |
| Check | 7/26/2011 | EFT | Southwest Fertilizer | Garden | Nelva | 25.88 | 1,068.31 |
| Check | 8/11/2011 | 300 | Maria Vaquera | Cleaning | Nelva | 50.00 | 1,118.31 |
| Check | 9/13/2011 | EFT | Southwest Fertilizer | Garden | Nelva | 18.89 | 1,137.20 |
| Check | 9/26/2011 | 336 | Maria Vaquera | Cleaning | Nelva | 50.00 | 1,187.20 |
| Check | 10/6/2011 | 345 | Maria Vaquera | Cleaning | Nelva | 50.00 | 1,237.20 |
| Total Household | | | | | | 1,237.20 | 1,237.20 |
| **Insurance Expense** | | | | | | | |
| Check | 1/5/2011 | EFT | State Farm Insurance | | Survivor | 299.93 | 299.93 |
| Check | 2/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 299.93 | 599.86 |
| Check | 3/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 299.93 | 899.79 |
| Check | 4/4/2011 | EFT | State Farm Insurance | PPD | Survivor | 301.36 | 1,201.15 |
| Check | 5/3/2011 | EFT | State Farm Insurance | | Survivor | 300.62 | 1,501.77 |
| Check | 6/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 300.62 | 1,802.39 |
| Check | 7/5/2011 | EFT | State Farm Insurance | PPD | Survivor | 300.62 | 2,103.01 |
| Check | 8/2/2011 | EFT | State Farm Insurance | | Survivor | 300.62 | 2,403.63 |
| Check | 9/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 2,693.67 |
| Check | 10/4/2011 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 2,983.71 |
| Check | 11/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 3,273.75 |
| Check | 12/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 3,563.79 |
| Check | 1/5/2012 | EFT | State Farm Insurance | PPF | Survivor | 290.04 | 3,853.83 |
| Check | 2/2/2012 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 4,143.87 |
| Check | 3/2/2012 | EFT | State Farm Insurance | PPD | Survivor | 292.79 | 4,436.66 |
| Check | 4/3/2012 | EFT | State Farm Insurance | PPD | Survivor | 301.22 | 4,737.88 |
| Total Insurance Expense | | | | | | 4,737.88 | 4,737.88 |
| **Lawn Care** | | | | | | | |
| Check | 2/14/2011 | 133 | Mr. Phan Chan | Household | Nelva | 100.00 | 100.00 |
| Check | 3/11/2011 | 157 | Mr. Phan Chan | Household | Nelva | 100.00 | 200.00 |
| Check | 3/21/2011 | 160 | Nicolas | Yard work | Nelva | 52.00 | 252.00 |
| Check | 4/15/2011 | 190 | Mr. Phan Chan | mowing | Nelva | 100.00 | 352.00 |
| Check | 5/20/2011 | 222 | Mr. Phan Chan | mowing | Nelva | 100.00 | 452.00 |
| Check | 5/24/2011 | 226 | Fernando | yard work Home repair | Nelva | 35.00 | 487.00 |
| Check | 6/27/2011 | 255 | Mr. Phan Chan | mowing | Nelva | 125.00 | 612.00 |
| Check | 7/25/2011 | 280 | Mr. Phan Chan | mowing | Nelva | 125.00 | 737.00 |
| Check | 9/23/2011 | 337 | Mr. Phan Chan | Household | Nelva | 225.00 | 962.00 |
| Check | 10/21/2011 | 361 | Mr. Phan Chan | Household | Nelva | 100.00 | 1,062.00 |
| Check | 12/23/2011 | 105 | Mr. Phan Chan | 13630 Pinerock | Survivor | 200.00 | 1,262.00 |
| Total Lawn Care | | | | | | 1,262.00 | 1,262.00 |
| **Legal Fees** | | | | | | | |
| Check | 1/19/2011 | 7003 | Vacek & Freed PLLC | | Survivor | 880.15 | 880.15 |
| Check | 3/17/2011 | 7006 | Vacek & Freed PLLC | Legal Fees | Survivor | 340.00 | 1,220.15 |
| Check | 6/2/2011 | 7015 | Vacek & Freed PLLC | | Survivor | 575.59 | 1,795.74 |
| Check | 8/5/2011 | 7025 | Vacek & Freed PLLC | Retainer | Survivor | 1,000.00 | 2,795.74 |
| Check | 10/12/2011 | 7030 | DeKoster & DeKoster | farm contract | Survivor | 100.00 | 2,895.74 |
| Check | 12/20/2011 | 101 | Vacek & Freed PLLC | Retainer | Survivor | 4,500.00 | 7,395.74 |
| Check | 1/3/2012 | 110 | Herb Jamison | House appraisal | Survivor | 450.00 | 7,845.74 |
| Check | 4/20/2012 | 128 | Mills Shirley LLP | Suit | Survivor | 10,000.00 | 17,845.74 |
| Check | 4/20/2012 | 129 | Bernard Mathews | | Survivor | 1,029.60 | 18,875.34 |
| Check | 7/18/2012 | 135 | Mills Shirley LLP | | Survivor | 17,000.00 | 35,875.34 |
| Check | 3/21/2013 | 142 | Mills Shirley LLP | | Survivor | 437.10 | 36,312.44 |
| Check | 4/2/2013 | 143 | Mills Shirley LLP | George vie Candy's suit | Survivor | 10,000.00 | 46,312.44 |
| General Journal | 5/31/2013 | EJ20120434 | | From Mills Shirley - Reimbursement | Survivor | -10,000.00 | 36,312.44 |
| Total Legal Fees | | | | | | 36,312.44 | 36,312.44 |
| **Medical Expenses** | | | | | | | |
| **In Home Care** | | | | | | | |
| Check | 12/29/2010 | 6851 | Tino | Faustiino Vaquera, Jr | Nelva | 1,245.00 | 1,245.00 |
| Check | 12/29/2010 | 6852 | Michael Brooks | | Nelva | 855.00 | 2,100.00 |
| Check | 1/4/2011 | 6853 | Robert Cantu | | Survivor | 736.00 | 2,836.00 |
| Check | 1/7/2011 | 91 | Michael Brooks | | Nelva | 585.00 | 3,421.00 |
| Check | 1/10/2011 | 92 | Tino | | Nelva | 1,413.14 | 4,834.14 |
| Check | 1/11/2011 | 93 | Robert Cantu | | Nelva | 605.00 | 5,439.14 |
| Check | 1/13/2011 | 102 | Michael Brooks | | Nelva | 585.00 | 6,024.14 |
| Check | 1/18/2011 | 101 | Tino | | Nelva | 1,065.00 | 7,089.14 |
| Check | 1/18/2011 | 110 | Robert Cantu | | Nelva | 810.00 | 7,899.14 |
| General Journal | 1/19/2011 | EJ20120455 | | Return of Posted Check / Item (Robert Cantu | Nelva | -810.00 | 7,089.14 |
| Check | 1/21/2011 | 112 | Tino | | Nelva | 1,619.00 | 8,708.14 |
| Check | 1/21/2011 | 113 | Robert Cantu | | Nelva | 888.00 | 9,596.14 |
| Check | 1/24/2011 | 114 | Robert Cantu | | Nelva | 1,083.91 | 10,680.05 |
| Check | 1/27/2011 | 116 | Tino | | Nelva | 906.55 | 11,586.60 |
| Check | 1/28/2011 | 120 | Robert Cantu | | Nelva | 856.93 | 12,443.53 |
| Check | 2/1/2011 | 121 | Tino | | Nelva | 1,249.00 | 13,692.53 |
| Check | 2/1/2011 | 144 | Robert Cantu | | Nelva | 801.80 | 14,494.33 |
| Check | 2/2/2011 | 122 | Robert Cantu | | Nelva | 460.00 | 14,954.33 |
| Check | 2/4/2011 | 124 | Tino | | Nelva | 842.00 | 15,796.33 |
| Check | 2/7/2011 | 126 | Robert Cantu | | Nelva | 807.00 | 16,603.33 |
| Check | 2/11/2011 | 130 | Tino | | Nelva | 1,166.00 | 17,769.33 |
| Check | 2/11/2011 | 131 | Robert Cantu | | Nelva | 637.41 | 18,406.74 |
| Check | 2/14/2011 | 135 | Robert Cantu | | Nelva | 430.00 | 18,836.74 |



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# Brunsting Family Living Trust
## Detail of Accounts
12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| Check | 2/17/2011 | 138 | Tino | | Nelva | 1,454.42 | 20,291.16 |
| Check | 2/18/2011 | 136 | Robert Cantu | | Nelva | 771.23 | 21,062.39 |
| Check | 2/22/2011 | 162 | Tino | | Nelva | 1,067.57 | 22,129.96 |
| Check | 2/25/2011 | 141 | Tino | | Nelva | 826.72 | 22,956.68 |
| Check | 2/25/2011 | 143 | Robert Cantu | | Nelva | 510.00 | 23,466.68 |
| Check | 3/4/2011 | 146 | Robert Cantu | | Nelva | 538.68 | 24,005.36 |
| Check | 3/7/2011 | 148 | Tino | | Nelva | 1,704.19 | 25,709.55 |
| Check | 3/10/2011 | 155 | Michael Brooks | | Nelva | 285.00 | 25,994.55 |
| Check | 3/10/2011 | 156 | Robert Cantu | | Nelva | 1,045.67 | 27,040.22 |
| Check | 3/14/2011 | 158 | Tino | | Nelva | 1,253.02 | 28,293.24 |
| Check | 3/16/2011 | 159 | Michael Brooks | | Nelva | 55.00 | 28,348.24 |
| Check | 3/18/2011 | 163 | Robert Cantu | | Nelva | 289.78 | 28,638.02 |
| Check | 3/21/2011 | 164 | Tino | | Nelva | 1,248.70 | 29,886.72 |
| Check | 3/21/2011 | 165 | Michael Brooks | | Nelva | 367.50 | 30,254.22 |
| Check | 3/21/2011 | 166 | Robert Cantu | | Nelva | 360.00 | 30,614.22 |
| Check | 3/23/2011 | 167 | Michael Brooks | | Nelva | 67.50 | 30,681.72 |
| Check | 3/24/2011 | 168 | Robert Cantu | | Nelva | 490.86 | 31,172.58 |
| Check | 3/24/2011 | 170 | Tino | | Nelva | 50.00 | 31,222.58 |
| Check | 3/25/2011 | 172 | Tino | | Nelva | 1,636.77 | 32,859.35 |
| Check | 3/28/2011 | 173 | Michael Brooks | | Nelva | 65.00 | 32,924.35 |
| Check | 3/28/2011 | 174 | Robert Cantu | | Nelva | 701.91 | 33,626.26 |
| Check | 4/1/2011 | 175 | Tino | | Nelva | 1,689.00 | 35,315.26 |
| Check | 4/4/2011 | 177 | Robert Cantu | | Nelva | 1,303.48 | 36,618.74 |
| Check | 4/7/2011 | 178 | Michael Brooks | | Nelva | 184.00 | 36,802.74 |
| Check | 4/8/2011 | 180 | Tino | | Nelva | 1,475.00 | 38,277.74 |
| Check | 4/11/2011 | 181 | Robert Cantu | | Nelva | 1,042.10 | 39,319.84 |
| Check | 4/13/2011 | 185 | Michael Brooks | | Nelva | 75.00 | 39,394.84 |
| Check | 4/15/2011 | 189 | Michael Brooks | | Nelva | 91.00 | 39,485.84 |
| Check | 4/15/2011 | 191 | Tino | | Nelva | 1,704.81 | 41,190.65 |
| Check | 4/18/2011 | 192 | Michael Brooks | | Nelva | 195.00 | 41,385.65 |
| Check | 4/19/2011 | 194 | Michael Brooks | | Nelva | 216.50 | 41,602.15 |
| Check | 4/20/2011 | 195 | Michael Brooks | | Nelva | 75.00 | 41,677.15 |
| Check | 4/22/2011 | 197 | Michael Brooks | | Nelva | 202.00 | 41,879.15 |
| Check | 4/22/2011 | 198 | Tino | | Nelva | 2,156.83 | 44,035.98 |
| Check | 4/25/2011 | 199 | Robert Cantu | | Nelva | 215.00 | 44,250.98 |
| Check | 4/25/2011 | 200 | Michael Brooks | | Nelva | 300.00 | 44,550.98 |
| Check | 4/26/2011 | 202 | Shimeka Hughes | | Nelva | 1,080.00 | 45,630.98 |
| Check | 4/27/2011 | 203 | Michael Brooks | | Nelva | 60.00 | 45,690.98 |
| Check | 4/29/2011 | 204 | Robert Cantu | | Nelva | 645.00 | 46,335.98 |
| Check | 4/29/2011 | 205 | Michael Brooks | | Nelva | 90.00 | 46,425.98 |
| Check | 5/3/2011 | 208 | Robert Cantu | | Nelva | 202.50 | 46,628.48 |
| Check | 5/4/2011 | 207 | Tino | | Nelva | 1,721.11 | 48,349.59 |
| Check | 5/4/2011 | 209 | Michael Brooks | | Nelva | 270.00 | 48,619.59 |
| Check | 5/6/2011 | 211 | Tino | | Nelva | 743.00 | 49,362.59 |
| Check | 5/6/2011 | 212 | Michael Brooks | | Nelva | 67.50 | 49,430.09 |
| Check | 5/6/2011 | 213 | Robert Cantu | | Nelva | 225.00 | 49,655.09 |
| Check | 5/9/2011 | 214 | Robert Cantu | | Nelva | 902.30 | 50,557.39 |
| Check | 5/9/2011 | 215 | Michael Brooks | | Nelva | 202.00 | 50,759.39 |
| Check | 5/12/2011 | 216 | Michael Brooks | | Nelva | 45.00 | 50,804.39 |
| Check | 5/13/2011 | 217 | Tino | | Nelva | 1,320.53 | 52,124.92 |
| Check | 5/13/2011 | 218 | Robert Cantu | | Nelva | 255.00 | 52,379.92 |
| Check | 5/16/2011 | 219 | Robert Cantu | | Nelva | 868.81 | 53,248.73 |
| Check | 5/16/2011 | 220 | Michael Brooks | | Nelva | 217.50 | 53,466.23 |
| Check | 5/20/2011 | 223 | Tino | | Nelva | 1,483.53 | 54,949.76 |
| Check | 5/23/2011 | 227 | Robert Cantu | | Nelva | 1,026.00 | 55,975.76 |
| Check | 5/23/2011 | 228 | Michael Brooks | | Nelva | 207.00 | 56,182.76 |
| Check | 5/25/2011 | 229 | Michael Brooks | | Nelva | 219.50 | 56,402.26 |
| Check | 5/25/2011 | 231 | Michael Brooks | | Nelva | 227.50 | 56,629.76 |
| Check | 5/27/2011 | 232 | Tino | | Nelva | 1,621.50 | 58,251.26 |
| Check | 5/31/2011 | 235 | Robert Cantu | | Nelva | 796.86 | 59,048.12 |
| Check | 5/31/2011 | 236 | Katrina Harper | | Nelva | 360.00 | 59,408.12 |
| Check | 6/3/2011 | 239 | Tino | | Nelva | 1,215.36 | 60,623.48 |
| Check | 6/7/2011 | 241 | Robert Cantu | | Nelva | 1,115.00 | 61,738.48 |
| Check | 6/7/2011 | 242 | Katrina Harper | | Nelva | 360.00 | 62,098.48 |
| Check | 6/10/2011 | 243 | Tino | | Nelva | 1,110.00 | 63,208.48 |
| Check | 6/13/2011 | 244 | Robert Cantu | | Nelva | 720.00 | 63,928.48 |
| Check | 6/13/2011 | 246 | Katrina Harper | | Nelva | 600.00 | 64,528.48 |
| Check | 6/16/2011 | 247 | Daisy Harper | | Nelva | 720.00 | 65,248.48 |
| Check | 6/17/2011 | 248 | Robert Cantu | | Nelva | 930.00 | 66,178.48 |
| Check | 6/20/2011 | 250 | Katrina Harper | | Nelva | 870.00 | 67,048.48 |
| Check | 6/21/2011 | 249 | Daisy Harper | | Nelva | 40.00 | 67,088.48 |
| Check | 6/22/2011 | 252 | Cameo Caregivers | | Nelva | 68.00 | 67,156.48 |
| Check | 6/23/2011 | 256 | Tino | | Nelva | 1,170.00 | 68,326.48 |
| Check | 6/27/2011 | 257 | Robert Cantu | | Nelva | 926.19 | 69,252.67 |
| Check | 6/27/2011 | 258 | Katrina Harper | | Nelva | 360.00 | 69,612.67 |
| Check | 6/29/2011 | 259 | Tino | | Nelva | 1,121.65 | 70,734.32 |
| Check | 7/1/2011 | 263 | Robert Cantu | | Nelva | 930.00 | 71,664.32 |
| Check | 7/5/2011 | 265 | Katrina Harper | | Nelva | 450.00 | 72,114.32 |
| Check | 7/5/2011 | 266 | Robert Cantu | | Nelva | 60.00 | 72,174.32 |
| Check | 7/7/2011 | 269 | Tino | | Nelva | 1,166.70 | 73,341.02 |
| Check | 7/8/2011 | 270 | Robert Cantu | | Nelva | 915.00 | 74,256.02 |
| Check | 7/11/2011 | 271 | Katrina Harper | | Nelva | 465.00 | 74,721.02 |
| Check | 7/15/2011 | 273 | Robert Cantu | | Nelva | 720.00 | 75,441.02 |
| Check | 7/18/2011 | 274 | Katrina Harper | | Nelva | 673.50 | 76,114.52 |
| Check | 7/21/2011 | 275 | Tino | | Nelva | 1,172.66 | 77,287.18 |
| Check | 7/21/2011 | 276 | Tino | | Nelva | 100.00 | 77,387.18 |
| Check | 7/22/2011 | 272 | Tino | | Nelva | 1,300.06 | 78,687.24 |
| Check | 7/22/2011 | 278 | Robert Cantu | | Nelva | 165.00 | 78,852.24 |



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# Brunsting Family Living Trust
## Detail of Accounts
12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| Check | 7/22/2011 | 279 | Katrina Harper | | Nelva | 465.00 | 79,317.24 |
| Check | 7/25/2011 | 277 | Daisy Harper | | Nelva | 60.00 | 79,377.24 |
| Check | 7/25/2011 | 281 | Robert Cantu | | Nelva | 765.00 | 80,142.24 |
| Check | 7/28/2011 | 282 | Tino | | Nelva | 705.00 | 80,847.24 |
| Check | 8/1/2011 | 283 | Robert Cantu | | Nelva | 1,018.00 | 81,865.24 |
| Check | 8/1/2011 | 284 | Katrina Harper | | Nelva | 1,062.47 | 82,927.71 |
| Check | 8/4/2011 | 288 | Tino | | Nelva | 907.50 | 83,835.21 |
| Check | 8/8/2011 | 289 | Robert Cantu | | Nelva | 930.00 | 84,765.21 |
| Check | 8/9/2011 | 290 | Katrina Harper | | Nelva | 465.00 | 85,230.21 |
| Check | 8/11/2011 | 291 | Tino | | Nelva | 1,125.00 | 86,355.21 |
| Check | 8/15/2011 | 301 | Robert Cantu | | Nelva | 946.00 | 87,301.21 |
| Check | 8/15/2011 | 302 | Katrina Harper | | Nelva | 450.00 | 87,751.21 |
| Check | 8/18/2011 | 303 | Tino | | Nelva | 1,146.83 | 88,898.04 |
| Check | 8/19/2011 | 304 | Robert Cantu | | Nelva | 172.50 | 89,070.54 |
| Check | 8/19/2011 | 306 | Katrina Harper | | Nelva | 459.50 | 89,530.04 |
| Check | 8/22/2011 | 308 | Robert Cantu | | Nelva | 735.00 | 90,265.04 |
| Check | 8/24/2011 | 309 | Tino | | Nelva | 1,110.00 | 91,375.04 |
| Check | 8/29/2011 | 311 | Robert Cantu | | Nelva | 1,004.00 | 92,379.04 |
| Check | 8/30/2011 | 312 | Katrina Harper | | Nelva | 517.50 | 92,896.54 |
| Check | 9/1/2011 | 313 | Tino | | Nelva | 1,162.50 | 94,059.04 |
| Check | 9/6/2011 | 314 | Katrina Harper | | Nelva | 173.00 | 94,232.04 |
| Check | 9/6/2011 | 315 | Robert Cantu | | Nelva | 750.00 | 94,982.04 |
| Check | 9/6/2011 | 316 | Daisy Harper | | Nelva | 80.00 | 95,062.04 |
| Check | 9/6/2011 | 317 | Katrina Harper | | Nelva | 440.00 | 95,502.04 |
| Check | 9/8/2011 | 318 | Tino | | Nelva | 1,193.59 | 96,695.63 |
| Check | 9/12/2011 | 319 | Robert Cantu | | Nelva | 750.00 | 97,445.63 |
| Check | 9/13/2011 | 328 | Katrina Harper | | Nelva | 628.15 | 98,073.78 |
| Check | 9/15/2011 | 330 | Tino | | Nelva | 1,034.67 | 99,108.45 |
| Check | 9/19/2011 | 332 | Robert Cantu | | Nelva | 715.00 | 99,823.45 |
| Check | 9/20/2011 | 334 | Katrina Harper | | Nelva | 576.00 | 100,399.45 |
| Check | 9/22/2011 | 335 | Tino | | Nelva | 1,054.46 | 101,453.91 |
| Check | 9/26/2011 | 338 | Robert Cantu | | Nelva | 784.86 | 102,238.77 |
| Check | 9/27/2011 | 339 | Katrina Harper | | Nelva | 630.00 | 102,868.77 |
| Check | 9/29/2011 | 340 | Tino | | Nelva | 810.29 | 103,679.06 |
| Check | 10/3/2011 | 341 | Robert Cantu | | Nelva | 976.34 | 104,655.40 |
| Check | 10/4/2011 | 342 | Katrina Harper | | Nelva | 576.57 | 105,231.97 |
| Check | 10/6/2011 | 344 | Tino | | Nelva | 1,030.00 | 106,261.97 |
| Check | 10/7/2011 | 346 | Robert Cantu | | Nelva | 165.00 | 106,426.97 |
| Check | 10/11/2011 | 348 | Robert Cantu | | Nelva | 570.00 | 106,996.97 |
| Check | 10/11/2011 | 349 | Katrina Harper | | Nelva | 581.66 | 107,578.63 |
| Check | 10/11/2011 | 350 | Robert Cantu | | Nelva | 240.00 | 107,818.63 |
| Check | 10/14/2011 | 351 | Robert Cantu | | Nelva | 515.00 | 108,333.63 |
| Check | 10/17/2011 | 352 | Robert Cantu | | Nelva | 570.00 | 108,903.63 |
| Check | 10/18/2011 | 353 | Katrina Harper | | Nelva | 985.00 | 109,888.63 |
| Check | 10/19/2011 | 357 | Tino | | Nelva | 1,342.50 | 111,231.13 |
| Check | 10/21/2011 | 358 | Katrina Harper | | Nelva | 165.00 | 111,396.13 |
| Check | 10/24/2011 | 363 | Robert Cantu | | Nelva | 860.00 | 112,256.13 |
| Check | 10/25/2011 | 364 | Katrina Harper | | Nelva | 370.00 | 112,626.13 |
| Check | 10/26/2011 | 365 | Tino | | Nelva | 1,187.19 | 113,813.32 |
| Check | 10/31/2011 | CHK | Unknown payee | | Nelva | 793.00 | 114,606.32 |
| Check | 10/31/2011 | 366 | Katrina Harper | | Nelva | 165.00 | 114,771.32 |
| Check | 11/1/2011 | 375 | Katrina Harper | | Nelva | 540.00 | 115,311.32 |
| Check | 11/4/2011 | 376 | Tino | | Nelva | 1,235.29 | 116,546.61 |
| Check | 11/7/2011 | 377 | Robert Cantu | | Nelva | 885.00 | 117,431.61 |
| Check | 11/8/2011 | 401 | Katrina Harper | | Nelva | 360.00 | 117,791.61 |
| Check | 11/14/2011 | 431 | Latoya Harper | | Nelva | 90.00 | 117,881.61 |
| Check | 11/14/2011 | 432 | Katrina Harper | | Nelva | 810.00 | 118,691.61 |
| Check | 11/14/2011 | 433 | Robert Cantu | | Nelva | 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... | | Nelva | 2.54 | 35.02 |
| Check | 4/22/2011 | 184 | Duke Medical Equipm... | | Nelva | 17.75 | 52.77 |
| Check | 7/7/2011 | 7023 | Duke Medical Equipm... | | Survivor | 7.62 | 60.39 |
| Check | 7/7/2011 | 251 | Duke Medical Equipm... | Supplies | Nelva | 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 | Nelva | 21.62 | 21.62 |
| Check | 1/18/2011 | 103 | Memorial City Hermann | | Nelva | 220.00 | 241.62 |
| Check | 1/19/2011 | 105 | Memorial Clinical Ass... | Doctor | Nelva | 8.02 | 249.64 |
| Check | 1/19/2011 | 108 | Radiology West | Doctor | Nelva | 1.23 | 250.87 |
| Check | 1/20/2011 | 106 | Memoria City Surgical... | Doctor | Nelva | 39.74 | 290.61 |
| Check | 2/2/2011 | 118 | Memorial Pathology C... | Doctor | Nelva | 7.10 | 297.71 |
| Check | 2/7/2011 | 117 | Rosewood Family Ph... | Doctor | Nelva | 65.00 | 362.71 |
| Check | 2/9/2011 | 127 | Schleicher Dental | Dentist | Nelva | 105.00 | 467.71 |
| Check | 2/17/2011 | 134 | Medical Chest Associ... | Doctor | Nelva | 15.01 | 482.72 |
| Check | 3/8/2011 | 151 | Memorial City Hermann | | Nelva | 181.58 | 664.30 |
| Check | 3/10/2011 | 150 | Radiology West | | Nelva | 5.37 | 669.67 |
| Check | 3/14/2011 | 153 | ACS Primary Care | | Nelva | 7.56 | 677.23 |
| Check | 4/18/2011 | 188 | ACS Primary Care | | Nelva | 7.23 | 684.46 |
| Check | 4/19/2011 | 183 | Medical Chest Associ... | Doctor | Nelva | 19.52 | 703.98 |
| Check | 4/22/2011 | 193 | Cardiologist Assoc of ... | | Nelva | 28.60 | 732.58 |
| Check | 6/23/2011 | 254 | Memorial Clinical Ass... | Doctor | Nelva | 5.76 | 738.34 |
| Check | 7/1/2011 | 260 | Schleicher Dental | Dental | Nelva | 143.00 | 881.34 |
| Check | 7/6/2011 | 7024 | Medical Chest Associ... | Medical: Doctor | Survivor | 4.12 | 885.46 |
| Check | 8/5/2011 | 285 | Dr. Achari | Doctor | Nelva | 24.98 | 910.44 |

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# Brunsting Family Living Trust
## Detail of Accounts
**12/21/2010-05/31/2013**

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| Check | 8/15/2011 | 298 | memorial Hermann M... | | Nelva | 13.47 | 923.91 |
| Check | 8/16/2011 | 299 | ACS Primary Care | | Nelva | 7.23 | 931.14 |
| Check | 8/19/2011 | 297 | Azmat Khan MDPA | Doctor | Nelva | 10.13 | 941.27 |
| Check | 8/29/2011 | 310 | Legends Pharmacy | | Nelva | 42.00 | 983.27 |
| Check | 9/13/2011 | 323 | Dentex | Doctor | Nelva | 155.40 | 1,138.67 |
| Check | 9/13/2011 | 324 | Memorial City Hermann | | Nelva | 25.00 | 1,163.67 |
| Check | 9/16/2011 | 321 | ACS Primary Care | Doctor | Nelva | 6.87 | 1,170.54 |
| Check | 9/22/2011 | 327 | Memorial City Hermann | | Nelva | 59.77 | 1,230.31 |
| Check | 9/28/2011 | 320 | Dr. Khawaja | Doctor | Nelva | 28.04 | 1,258.35 |
| Check | 10/18/2011 | 355 | OC Pharmacy | Medicine | Nelva | 10.00 | 1,268.35 |
| Check | 10/19/2011 | 354 | Oncology Consultants | Doctor | Nelva | 22.48 | 1,290.83 |
| Check | 11/7/2011 | EFT | Mht Nutrit Svcs H | | Nelva | 8.12 | 1,298.95 |
| Check | 11/10/2011 | 371 | Dr. Achari | Doctor | Nelva | 29.30 | 1,328.25 |
| Check | 11/10/2011 | 372 | Northwoods Urology | Doctor | Nelva | 84.97 | 1,413.22 |
| Check | 11/14/2011 | 374 | Medical Chest Associ... | Doctor | Nelva | 34.42 | 1,447.64 |
| Check | 12/6/2011 | 7041 | Justin Alexander | for kt - reimburse Medical | Survivor | 40.00 | 1,487.64 |
| Check | 12/15/2011 | 103 | Memorial City Hermann | Doctor | Survivor | 41.72 | 1,529.36 |
| Check | 12/22/2011 | 107 | Kelsey-Seybold Clinic | Doctor | Survivor | 13.92 | 1,543.28 |
| Check | 12/22/2011 | 108 | Memorial City Hermann | Doctor | Survivor | 226.40 | 1,769.68 |
| Check | 12/22/2011 | 109 | ACS Primary Care | Doctor | Survivor | 6.87 | 1,776.55 |
| Check | 1/23/2012 | 113 | Northwoods Urology | Doctor | Survivor | 740.77 | 2,517.32 |
| Check | 2/24/2012 | 112 | Dr. Annie Uralil | Doctor | Survivor | 44.06 | 2,561.38 |
| Check | 4/16/2012 | 120 | Houston Progressive ... | Doctor | Survivor | 2.20 | 2,563.58 |
| Check | 4/16/2012 | 121 | Medical Chest Associ... | Doctor | Survivor | 5.40 | 2,568.98 |
| Total Medical Expenses - Other | | | | | | 2,568.98 | 2,568.98 |
| Total Medical Expenses | | | | | | 121,867.06 | 121,867.06 |
| **Miscellaneous Expenses** | | | | | | | |
| Check | 1/18/2011 | 107 | Hull Co-op | Misc | Nelva | 238.50 | 238.50 |
| Check | 11/14/2011 | WDRL | Withdrawal | NO INFORMATION GIVEN FOR THIS TRANSACTION AND BA... | Nelva | 6,500.00 | 6,738.50 |
| Check | 11/14/2011 | EFT | Houston Metro Ca | Misc | Nelva | 15.22 | 6,753.72 |
| Total Miscellaneous Expenses | | | | | | 6,753.72 | 6,753.72 |
| **Office Supplies** | | | | | | | |
| Check | 1/13/2011 | EFT | Bank of America | Check Order | Survivor | 15.00 | 15.00 |
| Check | 12/31/2012 | 141 | Office Depot | Printer Ink | Survivor | 48.70 | 63.70 |
| Total Office Supplies | | | | | | 63.70 | 63.70 |
| **Payments to Credit Cards** | | | | | | | |
| **Bank of America Credit Cards** | | | | | | | |
| Check | 2/1/2011 | EFT | Bank of America Cre... | | Nelva | 43.29 | 43.29 |
| Check | 3/1/2011 | EFT | Bank of America Cre... | Household | Survivor | 282.47 | 325.76 |
| Check | 3/18/2011 | EFT | Bank of America Cre... | | Nelva | 84.82 | 410.58 |
| Check | 4/1/2011 | EFT | Bank of America Cre... | Payment | Survivor | 38.00 | 448.58 |
| Check | 5/2/2011 | EFT | Bank of America Cre... | | Survivor | 2,967.61 | 3,416.19 |
| Check | 6/1/2011 | EFT | Bank of America Cre... | Credit card | Survivor | 6,355.65 | 9,771.84 |
| Check | 9/1/2011 | EFT | Bank of America Cre... | | Survivor | 3,256.32 | 13,028.16 |
| Check | 11/7/2011 | EFT | Bank of America Cre... | | Survivor | 323.88 | 13,352.04 |
| Check | 12/2/2011 | EFT | Bank of America Cre... | | Survivor | 359.79 | 13,711.83 |
| Check | 2/2/2012 | EFT | Bank of America Cre... | | Survivor | 269.84 | 13,981.67 |
| Check | 3/2/2012 | EFT | Bank of America Cre... | | Survivor | 61.32 | 14,042.99 |
| Total Bank of America Credit Cards | | | | | | 14,042.99 | 14,042.99 |
| **Bluebonnet Credit Union Cred Cd** | | | | | | | |
| Check | 1/18/2011 | EFT | Bank of America Cre... | Payment | Nelva | 725.00 | 725.00 |
| General Journal | 1/19/2011 | EJ20120455 | | Return of Posted Check / Item (R - BOA Cr Cd payment | Nelva | -725.00 | 0.00 |
| Check | 1/21/2011 | EFT | Bank of America Cre... | Payment | Nelva | 725.00 | 725.00 |
| Check | 3/14/2011 | 152 | Bluebonnet Credit Uni... | Credit card | Nelva | 3,248.57 | 3,973.57 |
| Check | 3/15/2011 | 312 | Cardmember Serv | Credit Card | Nelva | 111.00 | 4,084.57 |
| Check | 5/26/2011 | 225 | Bluebonnet Credit Uni... | Credit card | Nelva | 1,852.24 | 5,936.81 |
| Check | 5/27/2011 | EFT | Bluebonnet Credit Uni... | w/medical | Survivor | 1,864.49 | 7,801.30 |
| Check | 6/21/2011 | 9000 | Cardmember Serv | payment | Nelva | 195.00 | 7,996.30 |
| Check | 7/18/2011 | EFT | Bluebonnet Credit Uni... | w medical | Survivor | 175.47 | 8,171.77 |
| Check | 8/16/2011 | EFT | Bluebonnet Credit Uni... | with medical | Survivor | 1,172.08 | 9,343.85 |
| Check | 9/19/2011 | EFT | Bluebonnet Credit Uni... | w/medical | Survivor | 790.04 | 10,133.89 |
| Check | 10/18/2011 | EFT | Bluebonnet Credit Uni... | w/medical | Survivor | 687.84 | 10,821.73 |
| Check | 11/29/2011 | EFT | Bluebonnet Credit Uni... | includes medical | Survivor | 1,165.23 | 11,986.96 |
| Total Bluebonnet Credit Union Cred Cd | | | | | | 11,986.96 | 11,986.96 |
| Total Payments to Credit Cards | | | | | | 26,029.95 | 26,029.95 |
| **Personal Care** | | | | | | | |
| Check | 2/25/2011 | 139 | Silvana | Hair | Nelva | 52.00 | 52.00 |
| Check | 5/27/2011 | 230 | Silvana | hair | Nelva | 25.00 | 77.00 |
| Check | 6/13/2011 | EFT | Target | Shopping-Clothing | Nelva | 53.12 | 130.12 |
| Check | 6/13/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 125.93 | 256.05 |
| Check | 6/20/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 61.70 | 317.75 |
| Check | 6/20/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 251.94 | 569.69 |
| General Journal | 6/21/2011 | EJ20120468 | | ATM - Target - Shopping - Clothing | Nelva | -53.12 | 516.57 |
| Check | 6/21/2011 | EFT | Target | Shopping - Clothing | Nelva | 30.84 | 547.41 |
| General Journal | 7/11/2011 | EJ20120470 | | ATM JCPenney Shopping - Clothing | Nelva | -140.42 | 406.99 |
| Check | 7/11/2011 | EFT | Stein Mart | Shopping - Clothing | Nelva | 102.77 | 509.76 |
| Check | 7/11/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 80.05 | 589.81 |
| Check | 7/18/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 208.33 | 798.14 |
| Total Personal Care | | | | | | 798.14 | 798.14 |
| **Pet Care** | | | | | | | |

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# Brunsting Family Living Trust
## Detail of Accounts
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 | 6/14/2011 | EFT | Houston Veterinary | Carole had to cover worker pay - Reimbursement | Nelva | 216.80 | 1,236.52 |
| General Journal | 6/15/2011 | EJ20120467 | | ATM - Checkcard 0612 Houston Veterinary | Nelva | -433.60 | 802.92 |
| Check | 9/19/2011 | EFT | Equine Sports Med | Carole covered worker pay - Reimbursement | Nelva | 812.50 | 1,615.42 |
| Check | 10/3/2011 | EFT | Greenway Animal C | Carole covered worker pay - Reimbursement | Nelva | 360.82 | 1,976.24 |
| Total Veterinary Expenses | | | | | | 1,976.24 | 1,976.24 |
| Total Pet Care | | | | | | 2,045.92 | 2,045.92 |
| **Postage** | | | | | | | |
| Check | 3/21/2012 | 118 | Postmaster | Estate tax info to Rich | Survivor | 14.80 | 14.80 |
| Check | 4/16/2012 | 126 | Postmaster | Mailing Cert Life Ins Checks | Survivor | 12.60 | 27.40 |
| Check | 6/27/2012 | 134 | Postmaster | Trust docs | Survivor | 29.19 | 56.59 |
| Check | 7/18/2012 | 136 | Postmaster | Papers to lawyer | Survivor | 15.45 | 72.04 |
| Check | 4/4/2013 | 144 | Postmaster | contract to g. vie | Survivor | 6.11 | 78.15 |
| Total Postage | | | | | | 78.15 | 78.15 |
| **Professional Fees** | | | | | | | |
| Check | 6/9/2011 | 7017 | Kroese & Kroese | Mom - Tax preparations | Survivor | 561.93 | 561.93 |
| Check | 6/9/2011 | 7018 | Kroese & Kroese | Decedents trust Tax preparation | Survivor | 1,123.87 | 1,685.80 |
| Check | 9/5/2011 | 7029 | Kroese & Kroese | farm lease Tax preparation | Survivor | 203.06 | 1,888.86 |
| Check | 10/20/2011 | 7031 | Kroese & Kroese | Tax preparation | Survivor | 700.00 | 2,588.86 |
| Check | 3/11/2012 | 116 | Kroese & Kroese | Farm appraisal/mgmt | Survivor | 2,175.00 | 4,763.86 |
| Check | 4/13/2012 | 119 | Kroese & Kroese | Tax preparation | Survivor | 1,050.00 | 5,813.86 |
| Check | 5/16/2012 | 102 | Kroese & Kroese | Accounting services | Elmer | 750.00 | 6,563.86 |
| Check | 5/16/2012 | 103 | Kroese & Kroese | Accounting services - farm contract and trust advice | Elmer | 1,000.00 | 7,563.86 |
| Total Professional Fees | | | | | | 7,563.86 | 7,563.86 |
| **Repairs and Maintenance** | | | | | | | |
| Check | 6/13/2011 | EFT | Sears | Home appliance repair | Nelva | 134.93 | 134.93 |
| Check | 8/16/2011 | 295 | P&M Air Conditioning | Home repair | Nelva | 148.38 | 283.31 |
| Check | 2/29/2012 | 115 | Durapier | Leveling house - home repair | Survivor | 500.00 | 783.31 |
| Total Repairs and Maintenance | | | | | | 783.31 | 783.31 |
| **Supplies** | | | | | | | |
| Check | 1/31/2011 | EFT | Lowe's | Garden | Nelva | 0.95 | 0.95 |
| Check | 2/22/2011 | EFT | Lowe's | Garden | Nelva | 22.99 | 23.94 |
| Check | 6/27/2011 | EFT | Lowe's | Garden | Nelva | 5.89 | 29.83 |
| Total Supplies | | | | | | 29.83 | 29.83 |
| **Taxes** | | | | | | | |
| **Taxes - Federal** | | | | | | | |
| Check | 1/25/2011 | 7001 | United States Treasury | 2010 Estimated Taxes | Survivor | 2,840.00 | 2,840.00 |
| Check | 4/15/2011 | 7010 | United States Treasury | Decedents trust 2010 tax | Survivor | 7,095.00 | 9,935.00 |
| Check | 4/15/2011 | 7011 | United States Treasury | Decedents trust 2011 tax qtr est | Survivor | 1,780.00 | 11,715.00 |
| Check | 4/15/2011 | 7012 | United States Treasury | Surv Trust 2011 tax qtr est | Survivor | 3,095.00 | 14,810.00 |
| Check | 4/15/2011 | 7013 | United States Treasury | Surv Trust 2010 tax | Survivor | 3,620.00 | 18,430.00 |
| Check | 6/9/2011 | 7020 | United States Treasury | Surv Trust 2010 tax qtrly Tax:Fed | Survivor | 3,620.00 | 22,050.00 |
| Check | 6/9/2011 | 7022 | United States Treasury | Dec Trust 2010 tax qtrly Tax:Fed | Survivor | 1,780.00 | 23,830.00 |
| Check | 9/5/2011 | 7027 | United States Treasury | Sept mom's trust pmt | Survivor | 2,100.00 | 25,930.00 |
| Check | 9/5/2011 | 7028 | United States Treasury | Sept dad's trust pmt | Survivor | 1,780.00 | 27,710.00 |
| Check | 12/15/2011 | 104 | United States Treasury | Tax:Fed | Survivor | 1,780.00 | 29,490.00 |
| Check | 4/4/2013 | 146 | United States Treasury | Tax:Fed | Survivor | 20.00 | 29,510.00 |
| Check | 4/14/2013 | 104 | United States Treasury | | Elmer | 23,906.00 | 53,416.00 |
| Total Taxes - Federal | | | | | | 53,416.00 | 53,416.00 |
| **Taxes - Property** | | | | | | | |
| Check | 1/19/2011 | 7004 | Tax Assessor-Collector | 098-560-000-0031 | Survivor | 1,112.87 | 1,112.87 |
| Check | 3/2/2011 | 145 | Wilchester West Fund | Tax:zzzzzz | Nelva | 365.23 | 1,478.10 |
| Check | 4/8/2011 | EFT | County Treasurer | DES: TAX ID: 971 farm | Survivor | 1,387.40 | 2,865.50 |
| Check | 6/9/2011 | 7019 | Wilchester West Fund | Tax:ZZZZZ 13630 Pinerock | Survivor | 327.00 | 3,192.50 |
| Check | 10/4/2011 | EFT | County Treasurer | DES:Tax ID:119 farm | Survivor | 1,598.40 | 4,790.90 |
| Check | 11/23/2011 | EFT | Spring Branch ISD | DES: checkpaymt Tax:ZZZZZZZZ | Survivor | 227.24 | 5,018.14 |
| Check | 12/15/2011 | 102 | Wilchester West Fund | Tax:zzzzzzzz 13630 Pinerock | Survivor | 359.00 | 5,377.14 |
| Check | 1/19/2012 | 114 | HC Property Tax | | Survivor | 1,285.05 | 6,662.19 |
| Check | 10/15/2012 | EFT | County Treasurer | DES: Tax ID: 166 | Elmer | 1,586.40 | 8,248.59 |
| Check | 3/18/2013 | EFT | County Treasurer | DES: Tax ID: 178 - Farm Tax | Elmer | 1,563.40 | 9,811.99 |
| Total Taxes - Property | | | | | | 9,811.99 | 9,811.99 |
| **Taxes -State** | | | | | | | |
| Check | 2/1/2011 | 7002 | State of Iowa Treasurer | | Survivor | 330.00 | 330.00 |
| Check | 6/9/2011 | 7021 | Treasurer State of Iowa | | Survivor | 47.00 | 377.00 |
| Check | 9/5/2011 | 7026 | Treasurer State of Iowa | mom | Survivor | 230.00 | 607.00 |
| General Journal | 4/23/2012 | EJ20120415 | | Deposit Iowa Tax Refund | Survivor | -690.00 | -83.00 |
| Check | 9/10/2012 | 138 | Treasurer State of Iowa | Amended taxes | Survivor | 79.00 | -4.00 |
| Check | 4/14/2013 | 105 | Treasurer State of Iowa | | Elmer | 4,797.00 | 4,793.00 |
| Total Taxes -State | | | | | | 4,793.00 | 4,793.00 |
| Total Taxes | | | | | | 68,020.99 | 68,020.99 |
| **Telephone Expense** | | | | | | | |
| Check | 1/24/2011 | EFT | Verizon | | Nelva | 106.42 | 106.42 |



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# Brunsting Family Living Trust
## Detail of Accounts
12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| Check | 1/27/2011 | EFT | AT&T | | Survivor | 68.68 | 175.10 |
| Check | 2/24/2011 | EFT | Verizon | | Nelva | 172.35 | 347.45 |
| Check | 2/28/2011 | 7008 | AT&T | (SBC-AR, KS,MO,OK,TX) B | Survivor | 76.39 | 423.84 |
| Check | 3/15/2011 | EFT | AT&T | (SBC-AR,KS,MO,OK,TX) B | Survivor | 70.42 | 494.26 |
| Check | 3/28/2011 | EFT | Verizon | | Nelva | 138.92 | 633.18 |
| Check | 4/21/2011 | EFT | Verizon | | Nelva | 72.88 | 706.06 |
| Check | 4/26/2011 | EFT | AT&T | (SBC-AR,KS,MO,OK,TS) B | Survivor | 176.85 | 882.91 |
| Check | 5/9/2011 | EFT | AT&T | | Survivor | 177.21 | 1,060.12 |
| Check | 5/27/2011 | EFT | AT&T | | Survivor | 95.73 | 1,155.85 |
| Check | 6/6/2011 | EFT | Verizon | | Nelva | 225.00 | 1,380.85 |
| Check | 6/9/2011 | EFT | AT&T | DES:Payment ID:787780565AUS | Survivor | 154.09 | 1,534.94 |
| Check | 6/28/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK, TX) B | Survivor | 86.12 | 1,621.06 |
| Check | 7/5/2011 | EFT | Verizon | | Nelva | 282.03 | 1,903.09 |
| Check | 7/11/2011 | EFT | AT&T | DES:Payment ID:787780565AUS | Survivor | 224.42 | 2,127.51 |
| Check | 7/27/2011 | EFT | AT&T | Bill(SBC-AR, KS, MO, OK, TX) B | Survivor | 82.16 | 2,209.67 |
| Check | 8/2/2011 | EFT | Verizon | | Nelva | 245.03 | 2,454.70 |
| Check | 8/10/2011 | EFT | AT&T | DES:Payment ID: 787780565AUS | Survivor | 170.89 | 2,625.59 |
| Check | 8/25/2011 | EFT | Verizon | | Nelva | 242.00 | 2,867.59 |
| Check | 8/26/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK, TX) bill payment | Survivor | 84.47 | 2,952.06 |
| Check | 9/12/2011 | EFT | AT&T | DES:Payment ID:787780565AUS | Survivor | 168.71 | 3,120.77 |
| Check | 9/23/2011 | EFT | Verizon | | Nelva | 137.66 | 3,258.43 |
| Check | 9/26/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK, TX) B | Survivor | 84.47 | 3,342.90 |
| Check | 10/11/2011 | EFT | AT&T | DES:Payment ID:787780565AUS | Survivor | 184.35 | 3,527.25 |
| Check | 11/1/2011 | EFT | Verizon | | Nelva | 189.54 | 3,716.79 |
| Check | 11/8/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK, TX) B | Survivor | 84.44 | 3,801.23 |
| Check | 11/10/2011 | EFT | AT&T | DES:Payment ID: 787780565AUS | Survivor | 168.24 | 3,969.47 |
| Check | 11/23/2011 | EFT | Verizon | | Nelva | 192.13 | 4,161.60 |
| Check | 12/5/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK,TX) B | Survivor | 90.82 | 4,252.42 |
| Check | 12/28/2011 | EFT | AT&T | Bill(SBC-AR,KS,MO,OK,TX) B | Survivor | 108.59 | 4,361.01 |
| Check | 1/31/2012 | EFT | AT&T | Bill (SBC-AR,KS,MO,OK,TX) B | Survivor | 86.00 | 4,447.01 |
| Check | 2/14/2012 | EFT | AT&T | Bill (SBC-AR,KS,MO,OK,TX) | Survivor | 72.16 | 4,519.17 |
| Total Telephone Expense | | | | | | 4,519.17 | 4,519.17 |
| **Utilities** | | | | | | | |
| **Cable TV** | | | | | | | |
| Check | 1/5/2011 | EFT | Comcast | | Survivor | 64.04 | 64.04 |
| Check | 1/27/2011 | EFT | Comcast | | Survivor | 59.77 | 123.81 |
| Check | 2/25/2011 | EFT | Comcast | | Survivor | 67.65 | 191.46 |
| Check | 3/23/2011 | EFT | Comcast | | Survivor | 63.71 | 255.17 |
| Check | 4/26/2011 | EFT | Comcast | | Survivor | 63.71 | 318.88 |
| Check | 4/26/2011 | EFT | Comcast | | Survivor | 63.71 | 382.59 |
| Check | 5/26/2011 | EFT | Comcast | | Survivor | 11.52 | 394.11 |
| Check | 5/31/2011 | EFT | Comcast | | Survivor | 11.52 | 405.63 |
| Check | 6/28/2011 | EFT | Comcast | Elmer H Brunsting | Survivor | 52.20 | 457.83 |
| Check | 7/28/2011 | EFT | Comcast | Elmer | Survivor | 63.72 | 521.55 |
| Check | 8/29/2011 | EFT | Comcast | | Survivor | 63.72 | 585.27 |
| Check | 9/28/2011 | EFT | Comcast | | Survivor | 63.72 | 648.99 |
| Check | 10/28/2011 | EFT | Comcast | | Survivor | 63.71 | 712.70 |
| Check | 11/29/2011 | EFT | Comcast | | Survivor | 63.71 | 776.41 |
| Total Cable TV | | | | | | 776.41 | 776.41 |
| **Electricity** | | | | | | | |
| Check | 1/21/2011 | EFT | Stream Energy of TX | | Survivor | 134.05 | 134.05 |
| Check | 2/18/2011 | EFT | Stream Energy of TX | Utilities: Gas & Electric | Survivor | 106.89 | 240.94 |
| Check | 3/15/2011 | EFT | Stream Energy of TX | | Survivor | 100.71 | 341.65 |
| Check | 4/18/2011 | EFT | Stream Energy of TX | | Survivor | 93.99 | 435.64 |
| Check | 5/19/2011 | EFT | Stream Energy of TX | | Survivor | 174.61 | 610.25 |
| Check | 6/17/2011 | EFT | Stream Energy of TX | Bill payment | Survivor | 217.04 | 827.29 |
| Check | 7/18/2011 | EFT | Stream Energy of TX | Bill payment | Survivor | 166.12 | 993.41 |
| Check | 8/17/2011 | EFT | Stream Energy of TX | bill payment | Survivor | 308.10 | 1,301.51 |
| Check | 9/16/2011 | EFT | Stream Energy of TX | bill payment | Survivor | 344.55 | 1,646.06 |
| Check | 10/17/2011 | EFT | Stream Energy of TX | | Survivor | 217.43 | 1,863.49 |
| Check | 11/15/2011 | EFT | Stream Energy of TX | payment | Survivor | 160.68 | 2,024.17 |
| Check | 12/28/2011 | eft | Stream Energy of TX | PAYMENT | Survivor | 81.95 | 2,106.12 |
| Check | 1/20/2012 | EFT | Stream Energy of TX | | Survivor | 59.96 | 2,166.08 |
| Check | 2/17/2012 | EFT | Stream Energy of TX | | Survivor | 19.10 | 2,185.18 |
| Check | 3/26/2012 | EFT | Stream Energy of TX | | Survivor | 39.19 | 2,224.37 |
| Check | 4/25/2012 | EFT | Stream Energy of TX | Payment | Survivor | 25.00 | 2,249.37 |
| Check | 6/7/2012 | 133 | Stream Energy of TX | | Survivor | 10.53 | 2,259.90 |
| Total Electricity | | | | | | 2,259.90 | 2,259.90 |
| **Gas** | | | | | | | |
| Check | 1/19/2011 | 7005 | Entex | | Survivor | 130.42 | 130.42 |
| Check | 4/18/2011 | EFT | Entex | PPD | Nelva | 323.62 | 454.04 |
| Check | 6/22/2011 | EFT | Entex | PPD | Nelva | 73.47 | 527.51 |
| Check | 8/15/2011 | 296 | Entex | | Nelva | 52.48 | 579.99 |
| Check | 9/14/2011 | 325 | Entex | | Nelva | 42.59 | 622.58 |
| Check | 11/23/2011 | EFT | Entex | PPD | Survivor | 65.66 | 688.24 |
| Check | 12/22/2011 | 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 | | Nelva | 52.74 | 52.74 |
| Check | 1/21/2011 | EFT | City of Houston Water | | Survivor | 80.94 | 133.68 |
| Check | 3/1/2011 | EFT | City of Houston Water | Water Bill | Survivor | 52.74 | 186.42 |
| Check | 4/4/2011 | EFT | City of Houston Water | | Survivor | 90.34 | 276.76 |

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## Brunsting Family Living Trust
## Detail of Accounts
**12/21/2010-05/31/2013**

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|---|---|---|---|---|---|---|
| Check | 5/11/2011 | eft | City of Houston Water | WATER BILL | Survivor | 99.74 | 376.50 |
| Check | 6/9/2011 | EFT | City of Houston Water | DES: Water bill I | Survivor | 130.35 | 506.85 |
| Check | 6/22/2011 | 7710 | Electchk | Bcf - 14411 We 06/ Westh, Houston, TX #000032384 | Survivor | 314.57 | 821.42 |
| Check | 7/11/2011 | EFT | City of Houston Water | DES:Water bill I | Survivor | 282.51 | 1,103.93 |
| Check | 8/8/2011 | EFT | City of Houston Water | DES: water bill I | Survivor | 277.78 | 1,381.71 |
| Check | 9/8/2011 | EFT | City of Houston Water | DES:water bill I | Survivor | 265.10 | 1,646.81 |
| Check | 10/12/2011 | EFT | City of Houston Water | DES:water bill I | Survivor | 227.06 | 1,873.87 |
| Check | 11/10/2011 | EFT | City of Houston Water | DES: water bill I | Survivor | 201.70 | 2,075.57 |
| Check | 12/9/2011 | EFT | City of Houston Water | DES:Water bill I | Survivor | 252.42 | 2,327.99 |
| Check | 1/9/2012 | EFT | City of Houston Water | DES:Water bill I | Survivor | 115.49 | 2,443.48 |
| Check | 2/13/2012 | EFT | City of Houston Water | DES:Water bill I | Survivor | 47.13 | 2,490.61 |
| Check | 3/19/2012 | EFT | City of Houston Water | DES:Water bill I | Survivor | 20.42 | 2,511.03 |
| Check | 4/12/2012 | EFT | City of Houston Water | DES:Water bill I | Survivor | 26.19 | 2,537.22 |
| Total Water | | | | | | 2,537.22 | 2,537.22 |
| Total Utilities | | | | | | 6,516.19 | 6,516.19 |
| Total Expense | | | | | | 418,844.23 | 418,844.23 |
| Net Ordinary Income | | | | | | 411,325.12 | 411,325.12 |
| **Other Income/Expense** | | | | | | | |
| **Other Expense** | | | | | | | |
| **FMV of Stocks Transferred Out** | | | | | | | |
| General Journal | 5/11/2011 | EJ20110522 | | Distribute 1,120 Sh Exxon Stock to Amy Brunsting | Survivor | 90,854.40 | 90,854.40 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 1,325 Sh Exxon to Carole Brunsting | Elmer | 110,597.75 | 201,452.15 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 160 Sh Exxon to Candy Curtis | Survivor | 13,355.20 | 214,807.35 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 160 Sh Exxon to Anita Brunsting | Survivor | 13,355.20 | 228,162.55 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Ann Brunsting | Nelva | 14,162.85 | 242,325.40 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Anita Brunsting | Nelva | 14,162.85 | 256,488.25 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Jack Brunsting | Nelva | 14,162.85 | 270,651.10 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Katie Riley | Nelva | 14,162.85 | 284,813.95 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Luke Riley | Nelva | 14,162.85 | 298,976.80 |
| Total FMV of Stocks Transferred Out | | | | | | 298,976.80 | 298,976.80 |
| Total Other Expense | | | | | | 298,976.80 | 298,976.80 |
| Net Other Income | | | | | | -298,976.80 | -298,976.80 |
| **Net Income** | | | | | | **112,348.32** | **112,348.32** |

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# EXHIBIT 3

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Curtis V Brunsting

Stock Distribution Analysis

Exhibit 3

| Approximate Date | Exxon/Mobil Shares | Exxon/Mobil Value | Chevron Corporation Shares | Chevron Corporation Value | Totals Shares | Totals Value |
|---|---|---|---|---|---|---|
| Amy Brunsting | | | | | | |
| 5/11/2011 | 1,120.00000 | 90,854.40 | | | 1,120.00000 | 90,854.40 |
| Carole Brunsting | | | | | | |
| 6/15/2011 | 1,325.00000 | 110,597.75 | | | 1,325.00000 | 110,597.75 |
| Candy Curtis | | | | | | |
| 6/15/2011 | 160.00000 | 13,355.20 | | | 160.00000 | 13,355.20 |
| Ann Brunsting | | | | | | |
| 6/15/2011 | | | 135.00000 | 14,162.85 | 135.00000 | 14,162.85 |
| Jack Brunsting | | | | | | |
| 6/15/2011 | | | 135.00000 | 14,162.85 | 135.00000 | 14,162.85 |
| Katie Riley | | | | | | |
| 6/15/2011 | | | 135.00000 | 14,162.85 | 135.00000 | 14,162.85 |
| Luke Riley | | | | | | |
| 6/15/2011 | | | 135.00000 | 14,162.85 | 135.00000 | 14,162.85 |
| Anita Brunsting | | | | | | |
| 6/15/2011 | 160.00000 | 13,355.20 | 135.00000 | 14,162.85 | 295.00000 | 27,518.05 |
| Totals | 2,765.00000 | 228,162.55 | 675.00000 | 70,814.25 | 3,440.00000 | 298,976.80 |
| Recap by Date | | | | | | |
| 5/11/2011 | 1,120.00000 | 90,854.40 | | | 1,120.00000 | 90,854.40 |
| 6/15/2011 | 1,325.00000 | 110,597.75 | | | 1,325.00000 | 110,597.75 |
| 6/15/2011 | 320.00000 | 26,710.40 | 675.00000 | 70,814.25 | 995.00000 | 97,524.65 |
| | 2,765.00000 | 228,162.55 | 675.00000 | 70,814.25 | 3,440.00000 | 298,976.80 |

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