IMPORTANT REMINDER

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

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NAME OF SURVIVOR'S TRUST AND DECEDENT'S TRUST

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

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

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

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

   An acceptable abbreviation for account titling is as follows:

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

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

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

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

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

   An acceptable abbreviation for account titling is as follows:

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

CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned Founder hereby certifies the following:

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

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

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

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**. For purposes of asset allocation, transfer of property into the Survivor's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Survivor's Trust shall now be known as:

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

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

An acceptable abbreviation for account titling is as follows:

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

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

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

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

The undersigned Founder hereby certifies the following:

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

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

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

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

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

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

   An acceptable abbreviation for account titling is as follows:

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

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

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

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

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

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

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

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

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

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

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

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

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

IRS.gov

EIN Assistant

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

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **27-6453100**

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

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

We strongly recommend you print this page for your records.

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

Help Topics

Can the EIN be used before the confirmation letter is received?

V&F 000007

Has employees who receive Forms W-2: **NO**

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

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

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

V&F 000008

BRUNSTING FUNDING ALLOCATIONS

OWNER	ASSET CATEGORY	04/01/09 VALUES	NELVA BRUNSTING	SURVIVOR'S TRUST	DECEDENT'S TRUST	03/28/12 WS-1 TOTALS
	REAL PROPERTY					
LT	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, TX	$253,272.00		$253,272.00		$253,272.00
H-SP (in LT)	Frl. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)	$1,294,617.50			$0.00	$1,294,617.50
	STOCK CERTIFICATES					
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711	$41,166.18			$41,166.18	$41,166.18
LT	ExxonMobil DRIP Acct# C0000592102	$259,481.38		$129,740.69	$129,740.69	$259,481.38
LT	Chevron DRIP Acct#806578316055	$80,106.52		$40,053.26	$40,053.26	$80,106.52
H	95 shares of MetLife stock thru ChaseMellon Shareholder Services	$2,130.38	$2,130.38			$2,130.38
	INVESTMENT ACCOUNTS					
LT	Edward Jones Acct #609-07698-1-8	$350,735.49		$55,476.28	$295,259.21	$350,735.49
	CASH ACCOUNTS					
LT	Bank of America Ckg Acct #008519001143	$12,253.93		$12,253.93		$12,253.93
H ROS?	Blue Bonnet Credit Union ? Acct #5805	$31.75	$31.75			$31.75
W ROS?	Blue Bonnet Credit Union ? Acct #13332	$10.91	$10.91			$10.91
	MISCELLANEOUS					
LT	Household and Personal Goods (Includes gold Watch $50 and 10 silver dollars as well as $10.00 worth of 50cent pieces)	$5,070.00		$5,070.00		$5,070.00
JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418	$6,915.00	$6,915.00			$6,915.00
H	John Hancock NQ annuity contract # ...8905 payable for life of spouse bene; $30.40/month	$2,379.82	$2,379.82			$2,379.82
	LIFE INSURANCE					
W	MetLife contract #M9232883; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (Cancelled in June 1999 per client)	$0.00	$0.00			$0.00
H	$37,000.00, MetLife-Chevron, Policy #GO-416-A-47, W is bene; deposited in checking acct	$37,000.00	$37,000.00			$37,000.00
H	$9,141.00, MetLife, Policy #21 282 000, W is bene; deposited in checking acct	$9,792.33	$9,792.33			$9,792.33
H	$6,000.00, Ohio State Life Ins, Policy #49-03223450, W is bene; now at Edward Jones	$6,542.32	$6,542.32			$6,542.32
H	$9,000.00, Ohio State Life Ins, Policy #00605102, W is bene; moved to Edward Jones	$9,120.76	$9,120.76			$9,120.76
H	$3,735.00, The Traveler's Ins Co-John Deere, Policy #G-164400, LT is bene *	$3,748.51		$3,748.51		$3,748.51
H	$10,000.00, VA, Policy #V1708 75 02 2, LT is bene; deposited in chkg	$10,353.18		$10,353.18		$10,353.18
	FARM & RANCH INTERESTS					
LT	Farm Lease (yr. lease for $28,200; recd pymt of $10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate ($1,762.50/month for 6 months); $8,812.50 in the estate that was not yet due although paid by payee in advance	$0.00	$0.00			$0.00
	IRAs\401k, etc.					
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene	$14,278.70	$14,278.70			$14,278.70
H	Edward Jones Acct #609-91955-1-0, W (as of 3/28/09) is bene	$17,769.29	$17,769.29			$17,769.29
	PENSIONS					
H	Chevron pension for $776.81/mth for life for Spouse beneficiary	$60,811.56	$60,811.56			$60,811.56
H	John Deere (Minnesota Mutual Life) Securian NQ Pension annuity contract # 8074; $91.78 a month for life of Nelva Brunsting (W)	$7,184.88	$7,184.88			$7,184.88
GRAND TOTAL		$2,484,772.39	$173,967.70	$509,967.85	$506,219.34	$2,484,772.39
						$2,484,772.39
	Less Elmer's Separate Property	$1,294,617.50			$1,294,617.50	
	Less assets direct to (surv spouse)	$173,967.70		$173,967.70		
	Total Comm / Prop in LT	$1,016,187.19				
	1/2 Comm / Prop in LT	$508,093.60				
	Total to be funded into Dec Tru					
	Total to Each Spouse			$683,935.55	$1,800,836.84	
	Total FET credit equivalent utilized	$1,800,836.84				

*Life insurance paid out

BRUNSTING FUNDING ALLOCATIONS

OWNER	ASSET CATEGORY	04/01/09 VALUES	NELVA BRUNSTING	SURVIVOR'S TRUST	DECEDENT'S TRUST	03/28/12 WS-1 TOTALS
	REAL PROPERTY					
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H-SP (in LT)	Frl. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)	$1,294,617.50			$0.00	$1,294,617.50
	STOCK CERTIFICATES					
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711	$41,166.18			$41,166.18	$41,166.18
LT	ExxonMobil DRIP Acct# C0000592102	$259,481.38		$129,740.69	$129,740.69	$259,481.38
LT	Chevron DRIP Acct#806578316055	$80,106.52		$40,053.26	$40,053.26	$80,106.52
H	95 shares of MetLife stock thru ChaseMellon Shareholder Services	$2,130.38	$2,130.38			$2,130.38
	INVESTMENT ACCOUNTS					
LT	Edward Jones Acct #609-07698-1-8	$350,735.49		$55,476.28	$295,259.21	$350,735.49
	CASH ACCOUNTS					
LT	Bank of America Ckg Acct #008519001143	$12,253.93		$12,253.93		$12,253.93
H ROS?	Blue Bonnet Credit Union ? Acct #5805	$31.75	$31.75			$31.75
W ROS?	Blue Bonnet Credit Union ? Acct #13332	$10.91	$10.91			$10.91
	MISCELLANEOUS					
LT	Household and Personal Goods (Includes gold Watch $50 and 10 silver dollars as well as $10.00 worth of 50cent pieces)	$5,070.00		$5,070.00		$5,070.00
JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418	$6,915.00	$6,915.00			$6,915.00
H	John Hancock NQ annuity contract # ...8905 payable for life of spouse bene; $30.40/month	$2,379.82	$2,379.82			$2,379.82
	LIFE INSURANCE					
W	MetLife contract #M9232883; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (Cancelled in June 1999 per client)	$0.00	$0.00			$0.00
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H	$10,000.00, VA, Policy #V1708 75 02 2, LT is bene; deposited in chkg	$10,353.18		$10,353.18		$10,353.18
	FARM & RANCH INTERESTS					
LT	Farm Lease (yr. lease for $28,200; recd pymt of $10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate ($1,762.50/month for 6 months); $8,812.50 in the estate that was not yet due although paid by payee in advance	$0.00	$0.00			$0.00
	IRAs\401k, etc.					
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene	$14,278.70	$14,278.70			$14,278.70
H	Edward Jones Acct #609-91955-1-0, W (as of 3/28/09) is bene	$17,769.29	$17,769.29			$17,769.29
	PENSIONS					
H	Chevron pension for $776.81/mth for life for Spouse beneficiary	$60,811.56	$60,811.56			$60,811.56
H	John Deere (Minnesota Mutual Life) Securian NQ Pension annuity contract # 8074; $91.78 a month for life of Nelva Brunsting (W)	$7,184.88	$7,184.88			$7,184.88
GRAND TOTAL		$2,484,772.39	$173,967.70	$509,967.85	$506,219.34	$2,484,772.39
						$2,484,772.39
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	Total Comm / Prop in LT	$1,016,187.19				
	1/2 Comm / Prop in LT	$508,093.60				
	Total to be funded into Dec Tru					
	Total to Each Spouse			$683,935.55	$1,800,836.84	
	Total FET credit equivalent utilized	$1,800,836.84				

*Life insurance paid out

V&F 000010

BRUNSTING FUNDING ALLOCATIONS

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

*Life insurance paid out

V&F 000011

BRUNSTING ESTATE

SHARES	SECURITIES	4/1/2009 HI	4/1/2009 LOW	MEAN	
612	Chevron Corp	68.7000	65.8300	67.2650	$41,166.18
95	MetLife, Inc	23.6000	21.2500	22.4250	$2,130.38
	TOTAL				$43,296.56

Estate Valuation

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

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

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

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

V&F 000013

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

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

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

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V&F 000014

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

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

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

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

V&F 000015

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

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

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

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

V&F 000016

EXHIBIT "A"

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

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

ACKNOWLEDGMENT OF DELIVERY

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

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

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

Date of Execution of Deed: February 24, 2010

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

Property Description:

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

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

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

Nelva E. Brunsting
NELVA E. BRUNSTING, Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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

Candace L Kunz Freed
Notary Public, State of Texas

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

ASSIGNMENT OF PERSONAL PROPERTY

For valuable consideration received, NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignor," has BARGAINED, SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignee," all of Assignor's interest in and to the following described personal property:

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

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

Executed on February 24, 2010.

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

STATE OF TEXAS
COUNTY OF HARRIS

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

Candace D Kunz Freed
Notary Public, State of Texas

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

ASSIGNMENT OF LEASE

For valuable consideration received, NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignor," has BARGAINED, SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignee," all of her interest in and to the Lease Agreement described in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

EXECUTED on February 24, 2010.

Nelva E. Brunsting

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

STATE OF TEXAS
COUNTY OF HARRIS

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

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

Candace Lynne Kunz Freed

Notary Public, State of Texas

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

February 24, 2010

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

Re: Change of Beneficiary Designations for IRA Account

Account Name:	Nelva E. Brunsting
Account Number:	609-91956-1-9
Social Security No:	481-30-4685

To Whom It May Concern:

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

My children are:

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

If you need additional information in order to make this change of beneficiary designation or if there are any forms to be completed, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800.

Thank you for your immediate attention to this matter.

Sincerely,

Nelva E. Brunsting

Nelva E. Brunsting

Encls.

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

February 24, 2010

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

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

To Whom It May Concern:

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

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

An acceptable abbreviation for account titling is as follows:

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

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

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

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800.

Sincerely,

Nelva E. Brunsting

Nelva E. Brunsting

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

Transfer of Stock Ownership Form

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

Section A – Issuer Name

Company Name

CHEVRON CORPORATION

Cusip Number

166751107

Account Key

Section B – Current Shareowner

Investor ID or SSN/TIN

282-32-8905

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

ELMER H BRUNSTING & NELVA E
BRUNSTING TR UA OCT 10 96
BRUNSTING FAMILY LIVING TRUST
13630 PINEROCK
HOUSTON TEXAS 77079

Section C - Shares To Be Transferred

Original Stock Certificate Shares*		Book-entry Shares		Total Shares
612	+	0.000	=	612.000
To Be Transferred		**To Be Transferred**		**To Be Transferred**

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

Lost Certificates
Please call 1-800-370-1163

Section D – Required Signature and Medallion Signature Guarantee

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

*Signature:*_____

*Signature:*_____

*Date:*_____

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

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

Section E - New Shareowner(s) Account Type

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

Account Type

Check One ☐ Individual ☐ Joint ☐ Custodial ☑ Trust ☐ Estate ☐ Corporation
☐ Other:_____(please specify)

Section F - New Shareowner(s) Account Information

Total Shares to be Transferred to this Account

612.00

Registration/Name and Address of New Owner

NELVA E BRUNSTING, TRUSTEE OF THE
ELMER H BRUNSTING DECEDENTS TRUST
DTD APRIL 1 2009 AS ESTD UTD 10/10/96
13630 PINEROCK HOUSTON TX 77079

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

(To be completed by the new shareowner)

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

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

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) .....
☑ Other (see instructions)

New Shareholder's Taxpayer ID Number 27-6453100

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not require to sign the Certification, but you must provide your correct TIN.

Sign Here Signature of U.S. person _____ Date _____

IRREVOCABLE STOCK POWER

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

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

Tax I.D. Number: 27-6453100

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

IF BONDS COMPLETE THIS PORTION	{	_____ Bonds of _____ in the principal amount of $_____, No(s) _____ inclusive, standing in the name of the undersigned on the books of said Company

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

DATED this _____ day of _____, 2010.

MEDALLION SIGNATURE GUARANTEED:

_____

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

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
Nelva E. Brunsting, Trustee, of the Elmer H. Brunsting Decedent's Trust

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ► Irrevocable Tru: ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
13630 Pinerock

Requester's name and address (optional)

City, state, and ZIP code
Houston, Texas 77079

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.
Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number
27-6453100

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Nelva E. Brunsting Date ► 2/24/2010

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. Person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

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

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

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

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

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
Nelva E. Brunsting, Trustee, of the Nelva E. Brunsting Survivor's Trust

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ► Revocable Trus

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
13630 Pinerock

Requester's name and address (optional)

City, state, and ZIP code
Houston, Texas 77079

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.
Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
481-30-4685

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person** ► Nelva E. Brunsting **Date** ► 2/24/2010

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. Person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

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

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

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

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

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

February 24, 2010

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

Re: Change of Title on Ckg Account Number 008519001143

To Whom It May Concern:

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

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

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

An acceptable abbreviation for account titling is as follows:

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

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

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

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

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800. Thank you for your immediate attention to this matter.

Sincerely,

Nelva E. Brunsting

Nelva E. Brunsting

Encls.

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

February 24, 2010

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

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

To Whom It May Concern:

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

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

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

An acceptable abbreviation for account titling is as follows:

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

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

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

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800. Thank you for your immediate attention to this matter.

Sincerely,

Nelva E. Brunsting

Nelva E. Brunsting

Encls.

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

June 15, 2010

Ms. Candace Louise Curtis

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

Dear Candace:

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

Sincerely,

Nelva Brunsting

Nelva Brunsting, Trustee

By signing below, I acknowledge receipt of $20,000.00 from the Decedent's Trust.
Dated: JUNE 29, 2010

CANDACE LOUISE CURTIS

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

20120011780
01/10/2012 RP2 $24.00

3 WD

GENERAL WARRANTY DEED

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

Date: February 24, 2010

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

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

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

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

Consideration:

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

Property (including any improvements):

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

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

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

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

WITNESS MY HAND on February 24, 2010.

Nelva E. Brunsting

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

JOR

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

Candace Kunz Freed

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

VACEK & FREED. PLLC

11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

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

EXHIBIT "A"

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

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

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JAN 10 2012

COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

JAN 10 2012

County Clerk, Harris County, Texas

VACEK & FREED, PLLC

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

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

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

February 25, 2010

VIA CERTIFIED MAIL - RRR

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

Re: Brunsting Family Living Trust

Dear Mr. Rikkers:

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

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

Sincerely,

[signature]

[illegible]ples, CP
Legal

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. RICHARD K. RIKKERS, CPA
KROESE & KROESE, CP
540 NORTH MAIN AVENUE
SIOUX CENTER, IOWA 51250

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Cindastabe C. Date of Delivery 3-1-10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7009 0080 0001 2181 7699

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7009

Street, Apt. No.; or PO Box No. ~~KROESE & KROESE, CP~~ 540 NORTH MAIN AVENUE
City, State, ZIP+4 SIOUX CENTER, IOWA 51250

PS Form 3800, August 2006 See Reverse for Instructions

COPY

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

June 15, 2010

Ms. Candace Louise Curtis

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

Dear Candace:

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

Sincerely,

Nelva Brunsting

Nelva Brunsting, Trustee

By signing below, I acknowledge receipt of $20,000.00 from the Decedent's Trust.
Dated: JUNE 29, 2010

CANDACE LOUISE CURTIS

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

THE

BRUNSTING FAMILY

LIVING TRUST

Prepared By

Albert E. Vacek, Jr.

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

11757 Katy Freeway Suite 840
Houston, Texas 77079

Telephone: (713) 531-5800

©Albert E. Vacek, Jr.
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V&F 000039

THE BRUNSTING FAMILY LIVING TRUST

Article I

The Founding of Our Family Living Trust

Section A. Our Declaration of Trust

This trust declaration is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas. We shall serve together as the initial Trustees of this joint revocable living trust.

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

Section B. The Title of Our Trust

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

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

Our trust may also be known as:

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

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

Section C. Our Beneficiaries and Family

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

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

For reference, our children are:

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

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

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

Section B. Additions to Our Trust

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

Section C. Our Separate and Community Accounts

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

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

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

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

Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

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

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

Section B. We May Amend Our Trust

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

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

Section C. Income Tax Matters

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

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

Article IV

Our Trustees

Section A. Original Trustees

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

Section B. Our Successor Trustees

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

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

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

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

A successor Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death or disability. Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

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

Section C. No Bond is Required of Our Trustees

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

Section D. Resignation or Removal of Our Trustees

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

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

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

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

Section E. Affidavit of Authority to Act

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

> On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.
>
> _____
> Signature Line
>
> Sworn, subscribed and acknowledged before me, the undersigned authority, on this the ____ day of _____, 19_____.
>
> _____
> Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

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

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

Section G. Our Trustees' Compensation

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

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

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

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

Section H. Multiple Trustees

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

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

Section I. Delegation of Authority

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

Section J. Successor Corporate Trustees

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

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

Section K. Partial and Final Distributions

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

Section L. Court Supervision Not Required

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

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

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

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

1. The Founder's Rights

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

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

2. Our Trustee's Obligations

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

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

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits

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

1. Collection of Non-Retirement Death Proceeds

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

2. Retirement Plan Elections

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

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

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee, in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

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

4. Payor's Liability

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

Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

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

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

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

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

Section B. If One or Both of Us Are Disabled

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

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

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

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

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

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

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

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

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

Taxes occasioned by death

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

1. Deceased Founder's Probate Estate

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

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased

Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

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

2. Exempt Property Excluded

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

3. Apportionment of Payments

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

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

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

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

1. Creation of the Survivor's Trust

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

a. Numerator of the Fractional Share

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

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

b. Denominator of the Fractional Share

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

2. Creation of the Decedent's Trust

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

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

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

Section D. Conversion of Nonproductive Property

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

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

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

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

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

Section F. Allocation of Trust Property

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

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

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

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

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

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

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

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

a. Form of Distribution

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

b. Income Requirement

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

c. Retirement Plan Expenses

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

Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

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

1. Survivor's Share One

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

2. Survivor's Share Two

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

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

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

Section B. Administration of Survivor's Share One

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

1. The Surviving Founder's Right to Income

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

2. The Surviving Founder's Right to Withdraw Principal

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

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

3. Principal Distributions in Our Trustee's Discretion

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

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

4. The Surviving Founder's General Power of Appointment

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

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

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

Section C. Administration of Survivor's Share Two

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

1. The Surviving Founder's Right to Income

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

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

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

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

2. Principal Distributions in Our Trustee's Discretion

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

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

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

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

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

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

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

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

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

1. The Surviving Founder's Final Expenses

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

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

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

Expenses of administering the surviving Founder's estate.

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

Statutory or court-ordered allowances for qualifying family members.

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

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

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

2. Redemption of Treasury Bonds

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

3. Coordination with the Personal Representative

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

a. Authorized Payments

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

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

b. Purchase of Assets and Loans

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

c. Distributions from the Personal Representative

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

4. Trustee's Authority to Make Tax Elections

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

a. Alternate Valuation Date

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

b. Deduction of Administration Expenses

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

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

c. Taxes and Returns

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

Section E. Subsequent Administration of the Survivor's Trust

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

Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

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

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

2. **PRINCIPAL**

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

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

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

Section B. Guidelines for All Distributions

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

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

Section C. Guidelines for Discretionary Distributions

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

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

Section D. Termination of the Decedent's Trust

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

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only. Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

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

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

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

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 set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living

descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated.

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

Section D. Subsequent Children

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

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

Section E. Guidelines for Discretionary Distributions

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

Section F. Guidelines for All Distributions

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

Section G. Ultimate Distribution

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

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

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

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

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

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

Section B. Unproductive or Underproductive Assets

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

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

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

Section C. No Contest of Our Trust

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

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any

amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

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

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

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

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

1. Distributions of Trust Income and Principal

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

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

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

2. Methods of Distribution

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

(a) Directly to such beneficiary;

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

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

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

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

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

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

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

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

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

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

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the

parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

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

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

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

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

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

Section C. General Investment and Management Powers

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

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

Originally Contributed Properties

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

Additional Properties

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

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

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

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

Securities Powers

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

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

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

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

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the

Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

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

Mineral Properties

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

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

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

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

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

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

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

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

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

Power to Enter Into or Continue Business Activities

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

Banking Authority

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

Corporate Activities

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

Agricultural Powers

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

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

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

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

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

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

Real Estate

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

Authority to Sell or Lease and Other Dispositive Powers

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

Warranties and Covenants

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

Trustee's Compensation

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

Employment and Delegation of Authority to Agents

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

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

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when

the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

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

Power to Lend Money and Guarantee Obligations

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

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

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

Power to Borrow

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

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

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

Payment of Indebtedness and Settlement Costs

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

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

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

Transactions Between the Trustee and Our Personal Representatives

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

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

Commingling Trust Estates

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

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

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

Addition of Accumulated Income to Principal

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

Distributions Not Treated as Advancements

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

Tax Elections

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

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

Transactions in Which the Trustee Has A Direct or Indirect Interest

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

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

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

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

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

Section E. Records, Books of Account and Reports

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

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

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

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

Section F. Trustee's Liability

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

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

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

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

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

Section G. Duty of Third Parties Dealing with Trustee

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

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when

the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

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

Section I. Life Insurance

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

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

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

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

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

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

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

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

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

Section J. Insured Trustee's Authority

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

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

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

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

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

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

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

Section L. Merger of Trusts

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

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity

serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

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

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

Section N. Elimination of Duty to Create Identical Trusts

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

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

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

Section P. Requesting Financial Information of Trust Beneficiaries

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

Section Q. Retirement Plan Elections

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

Section R. Qualification as a Qualified Subchapter S Trust

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

1. A Sole Beneficiary

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

2. Multiple Beneficiaries

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

3. Outright Distribution

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

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

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

Article XIII

Definitions

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

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

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

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

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

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

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

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

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

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

4. Founders. The term "Founders" means the "grantors", "trustors", "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.

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

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

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

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

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

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

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

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

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

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

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

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

Section B. Special Bequests

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

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

Section C. The Rule Against Perpetuities

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

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

Section D. Jurisdiction

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

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

Section E. Dissolution of Our Marriage

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

Section F. Maintaining Property in Trust

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

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

Section G. Survival

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

Section H. Simultaneous Death

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

Section I. Changing the Trust Situs

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

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

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

Section J. Construction

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

Section K. Headings of Articles, Sections and Paragraphs

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

Section L. Notices

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

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

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

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

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

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

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

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

Section S. Elective Deductions

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

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

Dated: October 10, 1996

_____
ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

COUNTY OF HARRIS

On October 10, 1996, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Notary Public, State of Texas

Lawfirm copy Revised rec'd 3/11/11. CG

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

Key:

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

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

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

ILIT	2nd to Die Policy (Benef: Irrevocable Trust / 5 kids are beneficiaries)		$250,000.00

AGREED AND UNDERSTOOD
3/11/11, 2011:

Nelva E. Brunsting

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

AGREED AND UNDERSTOOD
March 10, 2011:

Anita Brunsting

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

THE

BRUNSTING FAMILY

IRREVOCABLE TRUST

Prepared By

Albert E. Vacek, Jr.

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THE BRUNSTING FAMILY IRREVOCABLE TRUST

Article I

The Creation of Our Irrevocable Trust

Section A. Our Declaration of Trust

This trust declaration is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas. This is our irrevocable trust. The initial Trustee of this irrevocable trust shall be ANITA KAY RILEY.

Section B. The Title of Our Trust

Although the name we have given to our irrevocable trust for our own convenience is the BRUNSTING FAMILY IRREVOCABLE TRUST, the full legal name of our irrevocable 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:

> ANITA KAY RILEY, Trustee, or the successor Trustees, under the BRUNSTING FAMILY IRREVOCABLE TRUST dated February 12, 1997, as amended.

Section C. An Irrevocable Trust

This trust is irrevocable. Neither Founder shall have any power to control and direct payments, remove trust property, or alter, amend, revoke or terminate this trust, either in whole or in part.

Section D. Forfeiture of Founders' Rights in this Trust

Subsequent to the execution of this irrevocable trust agreement, neither Founder shall have any right, title nor interest in the income or principal of this irrevocable trust. In addition, neither Founder shall have any right, title, interest, power, incident of ownership nor any

other benefit in any property or asset of this irrevocable trust. Neither Founder nor the respective estates of either Founder shall have any reversionary or similar interest in this irrevocable trust or the property or assets contained in it.

Section E. Our Beneficiaries and Family

This irrevocable trust is created for the use and the benefit of the children named herein. Such children shall be the beneficiaries of the lifetime separate trusts created under this trust agreement.

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

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to the Trustee $10.00 and such other certain property, as set forth in the schedule attached hereto and incorporated herein for all purposes, as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, including either of us, a 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. All property interests transferred, assigned, conveyed or delivered to the Trustee shall be subject to all of the terms and conditions set forth in this agreement. All such interests transferred, assigned, conveyed or delivered to the Trustee in trust shall be absolute and irrevocable.

Article III

Trust Administration During The Founders' Lives

Section A. Division of Shares

While either Founder is living, the Trustee shall divide all contributions to this trust into equal shares for each living beneficiary named herein. Such division shall occur at the time the contribution is made. Each share which is established for a beneficiary shall be held in a lifetime separate trust for the beneficiary as provided in this Article.

Section B. Income and Principal Distributions

The Trustee shall pay to, or apply for the benefit of, each beneficiary as much of the net income and principal of such beneficiary's lifetime separate trust as the Trustee, in its sole and absolute discretion, determines to be necessary or advisable for such beneficiary's health, education, maintenance and support. The Trustee shall accumulate and add to the principal of each respective lifetime separate trust all net income which is not distributed pursuant to this Section.

The decision to make distributions pursuant to this Section shall be in the Trustee's sole and absolute discretion. Therefore, any income or other resource which is available to a beneficiary outside of this trust and is known to the Trustee may be considered prior to making distributions pursuant to this Section.

In no event shall the Trustee make any payment or distribution which would in any way discharge any legal obligation of either Founder, or which would otherwise benefit either Founder monetarily.

During the Founders' lives, each beneficiary 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. The Trustee shall convert the property immediately after receiving written direction to that effect.

The Trustee may convert the property 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.

Section C. A Beneficiary's Right to Withdraw

Prior to the deaths of both Founders, each living beneficiary shall have the right to withdraw that beneficiary's share of any property which is given or deemed to be given to the trust during a calendar year by a direct or indirect transfer of property to the trust. Such right to withdraw shall exist during such calendar year. For purposes of determining the value of the withdrawal rights, the value of the gift contributed shall be used. Each beneficiary's right to withdraw shall be subject only to the limitations and qualifications as are provided in the provisions of this Article which follow.

In no event shall the total amount which a beneficiary may withdraw by reason of an addition or additions to his or her lifetime separate trust in any one calendar year exceed twice the gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code (currently $10,000 per donee) or any other corresponding provisions of any subsequent federal tax laws in effect in the calendar year of withdrawal.

Section D. Exercising the Right to Withdraw

A beneficiary may exercise his or her right to withdraw at any time within thirty (30) days from the date of the notice by the Trustee to the withdrawal right beneficiary of the transfer to the trust. Each beneficiary's withdrawal right shall be vested as of the date of the transfer to the trust which results in a withdrawal right. A beneficiary shall exercise his or her right to withdraw by delivering a written request to the Trustee within thirty (30) days from the date of the Trustee's notice of such withdrawal right.

A beneficiary's right to withdraw is non-cumulative. To the extent that the withdrawal right has not been exercised at the end of thirty (30) days after the date of the notice, or to the extent that the withdrawal right has been waived in writing by the withdrawal right beneficiary at any time prior to the end of the thirty (30) day period, such withdrawal right shall lapse.

A beneficiary's vested withdrawal right shall not terminate by reason of such beneficiary's death. Upon the death of a withdrawal right beneficiary, the personal representative of the beneficiary's estate shall have the right to exercise the beneficiary's vested withdrawal right on behalf of the beneficiary's estate.

Section E. Trustee's Notice

Within fifteen (15) days following the transfer of property to this trust, the Trustee shall provide written notice to each beneficiary who is then entitled to a right to withdraw that

property has been transferred to the trust. Such notice shall inform the beneficiary of such beneficiary's right to withdraw and shall be delivered by hand or by mail to the last known address of the beneficiary.

If an indirect transfer is made to the trust, the Trustee shall provide written notice to each beneficiary then entitled to a right to withdraw that property has been transferred to the trust. Such notice shall be provided within fifteen days of the Trustee's actual notice of such indirect transfer. The notice shall inform the beneficiary of the right of the beneficiary to withdraw and shall be delivered by hand or by mail to the last known address of the beneficiary.

Neither Founder shall be permitted to add beneficiaries or expand the class of individuals to be beneficiaries subsequent to the date that this trust is executed. In any event, if additional individuals subsequently become qualified to be beneficiaries of the trust as a result of being born or adopted after this trust is signed, the Trustee shall give written notice to or on behalf of that beneficiary within a reasonable time after being informed of the additional beneficiary.

Section F. Minor or Disabled Beneficiaries

If a beneficiary entitled to make a withdrawal is a minor or is under any other form of legal disability during all or part of any withdrawal period, the beneficiary's legal or natural guardian, conservator or personal representative shall be informed of, and may exercise, the withdrawal right on behalf of the beneficiary.

Section G. Additional Duties of the Trustee

In order to satisfy any outstanding withdrawal rights, the Trustee shall retain sufficient liquid trust property or other trust property which is transferable. The Trustee may distribute trust property in cash or in kind, including insurance policies held in the trust or interests in such policies, to a beneficiary making a withdrawal. In addition, the Trustee is authorized to borrow, upon such terms as are reasonable and necessary, in order to provide for payment of amounts required by any exercise of withdrawal rights by a beneficiary.

Section H. Indirect Transfers

If any payment is made directly to an insurance company by any party other than the Trustee of all or any part of a premium on a life insurance policy owned by the trust on the joint lives of the Founders, or on the life of either Founder, the amount of such payment shall be

deemed a transfer to the trust. To the extent that the payment is deemed to be a gift from one or both of the Founders to the beneficiaries for federal gift tax purposes, the date of the premium payment shall also be the date of the transfer. Any such indirect transfer shall create withdrawal rights in an amount equal to the value of the deemed gift.

Section I. Property Not Withdrawn

Any amount which is subject to a withdrawal right and which is not withdrawn by the beneficiary of the withdrawal right, either because of lapse or a signed waiver, shall be retained as a part of such beneficiary's lifetime separate trust and shall be subject to the terms of the lifetime separate trust under this Article.

Section J. Beneficiary's Death Prior to Founders' Deaths

If a beneficiary dies while either Founder is still living, such beneficiary's lifetime separate trust shall terminate upon the death of the beneficiary for whom it was held.

In addition, if a beneficiary dies prior to the death of both Founders, such beneficiary shall have the unlimited and unrestricted general power to appoint the cumulative value of the amounts subject to the beneficiary's withdrawal power during the term of the trust and not withdrawn during the beneficiary's lifetime or not distributed to the beneficiary by the Trustee as a discretionary distribution. Such appointment may be among persons, corporations, such beneficiary's estate or other entities in any proportion, and on such terms and conditions as such beneficiary may elect. The right to exercise this general power of appointment is the sole and exclusive right of such beneficiary. The Trustee shall distribute the appointed portion of such beneficiary's property over which the beneficiary had a withdrawal power according to such appointment if exercised and specifically referred to in a valid last will and testament or living trust agreement executed by the deceased beneficiary.

To the extent this general power of appointment is not exercised by a beneficiary, the Trustee shall retain the unappointed principal and accumulated income of the lifetime separate trust until the death of the last Founder to die. After both Founders have died, the Trustee shall administer and distribute the principal and accumulated income of the deceased beneficiary's lifetime separate trust as provided in the subsequent provisions of this trust agreement relating to distribution after both Founders' deaths.

Section K. Administration of Lifetime Separate Trusts Subsequent to Both Founders' Deaths

When the surviving Founder dies, each separate lifetime trust held for a beneficiary who is living at the death of the surviving Founder shall be held, administered and distributed according to the following guidelines and in the following order:

The Trustee shall maintain the lifetime separate trust under this Article for a beneficiary who is living after both of us are deceased. The Trustee shall hold, administer and distribute the income and principal of this lifetime separate trust in the same manner as the income and principal is held, administered and distributed under the separate trust created for that beneficiary in Article VI of this trust agreement.

Notwithstanding anything in Article VI to the contrary, a beneficiary's lifetime separate trust created under this Article and being administered according to the provisions of the separate trust for the beneficiary as provided in Article VI shall be subject to a general power of appointment.

The beneficiary shall have the unlimited and unrestricted testamentary general power to appoint all of the value of the lifetime separate trust among persons, corporations, such beneficiary's estate or other entities in any proportion and on such terms and conditions as such beneficiary may elect. The right to exercise this testamentary general power of appointment is the sole and exclusive right of the beneficiary. The Trustee shall distribute the appointed portion of the value of the lifetime separate trust according to such appointment if exercised and specifically referred to in a valid last will and testament or living trust agreement executed by the beneficiary.

This testamentary general power of appointment specifically grants to the beneficiary the right to appoint property to the beneficiary's own estate.

To the extent this testamentary general power of appointment is not exercised by a beneficiary, the Trustee shall distribute the trust principal and accrued income under the lapse provisions for the separate trust created for the beneficiary under Article VI.

A lifetime separate trust shall not include the proceeds of any death benefit payable to the trust with respect to any life insurance policy on the lives of either or both Founders. The principal of the lifetime separate trust shall be computed to include only the value of a life insurance policy on the lives of either or both Founders immediately prior to the death that creates the death benefit. The death benefit shall be administered and disposed of under the subsequent provisions of this trust agreement which relate to distributions after the deaths of both Founders.

Although the death benefit under any policy of life insurance on the lives of either or both Founders will not be included in the value of a lifetime separate trust, the Trustee may use the death benefit to fund, in whole or in part, the value of any lifetime separate trust created under this Article.

Article IV

Life Insurance

Section A. Purchase of Life Insurance

The Trustee may purchase and hold as trust property a policy or policies of insurance on either Founders' life or lives, the Founders' joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest. The Trustee may also receive any such policies made as a gift to the trust, and thereafter may hold and deal with the policies as the owner.

In addition to all other powers that a policy owner may possess, the Trustee shall have, in its sole and absolute discretion, the following powers:

1. To execute or cancel any automatic premium loan agreement with respect to any policy.

2. To elect or cancel any automatic premium loan provision in a life insurance policy.

3. To borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source.

4. To assign any such policy as security for such loan.

5. To exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy.

6. To reduce the amount of a policy or convert or exchange the policy.

7. To surrender a policy at any time for its cash value.

8. To elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

9. To sell policies at their fair market value to the insured or to anyone having an insurable interest in the policy.

10. To exercise any other right, option or benefit contained in a policy or permitted by the insurance company issuing that policy.

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

The Trustee shall make every effort to transfer any policy insuring a beneficiary's life to that beneficiary as part of that beneficiary's distributive share.

Section B. Upon the Death of an Insured

Upon the death of an insured, the Trustee shall make all appropriate after-death elections with respect to insurance policies on the life of the insured then held by the trust including, but not limited to, the following:

The Trustee shall make every effort to collect all sums made payable to this trust or the Trustee upon the death of an insured. In collecting such sums, the Trustee may, in its sole and absolute discretion, exercise settlement options available under the terms of a policy held by this trust. However, the Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

In order to enforce the payment of any death proceeds, the Trustee may institute any legal, equitable, administrative or other proceeding. However, the Trustee need not take any action to enforce any payment until the Trustee, in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected. The 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 the Trustee, pursuant to this Section, shall be binding and conclusive on all beneficiaries.

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

Article V

Trust Administration on a Founder's Death

Section A. Purchase of Assets and Loans

Notwithstanding anything in this agreement to the contrary, the Trustee shall not have the power to use any trust property for the benefit of either Founders' estates as defined in Section 20.2042-1(b) of Title 26 of the Code of Federal Regulations, as amended, unless such property is included in a deceased Founder's gross estate for federal estate tax purposes.

Otherwise, the 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 probate or trust estate of a deceased Founder. In addition, the Trustee may make loans, with or without security, to such probate or trust estate. The Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

Section B. Distributions of Amounts Included in a Founder's Estate

If any asset of this trust is includable in a deceased Founder's gross estate for federal estate tax purposes, the Trustee shall distribute an amount equal to the value of such asset to the living trust of the deceased Founder. Any amount so distributed shall be added to the property of the living trust and disposed of in accordance with its terms. However, if either Founder dies and a respective living trust is not in existence, the Trustee shall distribute the amount called for under this Section to the surviving Founder. If there is no surviving Founder, then the distribution shall be made to the Founders' descendants, per stirpes.

The value of any asset of our trust distributed under this Section shall be its value as finally determined for federal estate tax purposes.

Section C. Administration of the Balance of the Trust Property

If one Founder survives the other, the balance of the trust property shall continue to be held by the Trustee and administered in accordance with the prior provisions of this trust agreement. Upon the death of the surviving Founder, or if neither Founder survives the other, the balance of the trust property not disposed of under the prior provisions of this trust agreement shall be administered as provided in the Articles that follow.

Article VI

Upon the Death of the Surviving Founder

Section A. Our Beneficiaries

All trust property not previously distributed under the terms of this 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 set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living

descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living

descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated.

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

Section D. Subsequent Children

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

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

Section E. Guidelines for Discretionary Distributions

Whenever we have given the Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, the Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by the Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, the 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 the 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 the Trustee shall retain such distribution in trust at such beneficiary's written request. The 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, the 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 the Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

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

Beneficiary	Share %
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

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

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

Section H. A Beneficiary's General Power to Appoint Trust Property

If a beneficiary under this Article should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment is the sole and exclusive right of the beneficiary and must be exercised by the beneficiary by either (i) a last will and testament; (ii) a living trust agreement; or (iii) a written exercise of power of appointment, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, the Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, the Trustee shall distribute the remaining trust property to our then living descendants, per stirpes. If we have no then living descendants, the Trustee shall distribute the remaining trust property as provided in Section G of this Article.

Article VII

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

To the fullest extent permitted by law, no beneficiary will have the power to anticipate, encumber or transfer any interest in the trust while such interests remain trust property, unless specifically authorized by the terms of this agreement. 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

During the Founders' lives, each beneficiary 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. The Trustee shall convert the property immediately after receiving written direction to that effect.

The Trustee may convert the property 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.

Section C. No Contest of This Trust

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

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this

trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

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

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

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

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 X, the 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

The Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support.

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

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

2. Methods of Distribution

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

(a) Directly to such beneficiary;

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

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

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

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

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

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

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

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

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

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

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

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

4. A Beneficiary's General Power to Appoint Trust Property

If a beneficiary under this Section should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment must be exercised by the beneficiary by either a last will and testament or a living trust agreement, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, the Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, the Trustee shall distribute the remaining trust property to our then living descendants, per stirpes. If we have no then living descendants, the Trustee shall distribute the remaining trust property as provided in Article VI, Section G of this agreement.

Article VIII

The Trustee

Section A. Original Trustee

Founders appoint ANITA KAY RILEY as the original Trustee of this trust.

Section B. Successor Trustees

If the original Trustee fails or ceases to serve by reason of death, disability, resignation or for any other reason, then the following individuals or entities will serve as Trustee in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

The original Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death, disability or any other reason. Successor Trustees will have the authority vested in the original Trustee under this trust document.

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 the Trustee

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

Section D. Resignation or Removal of the Trustee

Any Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All resignations must be in writing and delivered to the successor Trustee and all beneficiaries then eligible to receive mandatory or discretionary distributions of income from any trust created under this agreement.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive mandatory or discretionary distributions of income from the trust, or distributions of income from any separate trust created by this document, may remove any Trustee then serving, without cause, the notice of removal to be delivered in writing to the said Trustee.

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.

If such beneficiaries 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 an affidavit of a Trustee or Trustees in substantially the following form:

> On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY IRREVOCABLE 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 IRREVOCABLE TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.
>
> _____
> Signature Line
>
> Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 19_____.
>
> _____
> Notary Public - State of Texas

Section F. Documentary Succession of the Trustee

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. The Trustee's Compensation

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

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

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

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

Section H. Multiple Trustees

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

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

Section I. Delegation of Authority

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

Section J. Successor Corporate Trustees

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

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

Section K. Partial and Final Distributions

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

Section L. Court Supervision Not Required

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

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

Article IX

Our Trustee's 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, except as that authority has been limited by other provisions contained in this trust declaration.

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, except as otherwise provided in this trust declaration.

Originally Contributed Properties

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

Additional Properties

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

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

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

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

Securities Powers

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

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

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

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

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

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

Mineral Properties

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

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

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

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

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

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

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

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

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

Power to Enter Into or Continue Business Activities

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

Banking Authority

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

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its

officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

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

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

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

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

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

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

Real Estate

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

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the

Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

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

Trustee's Compensation

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

Employment and Delegation of Authority to Agents

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

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

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

Nominal Title and Use of Nominees

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

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries,

provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

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

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

Power to Borrow

The Trustee may create indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

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

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

Payment of Indebtedness and Settlement Costs

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

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

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

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of the 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 the Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

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

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

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

Addition of Accumulated Income to Principal

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

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially

so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Transactions in Which the Trustee Has A Direct or Indirect Interest

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

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

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

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

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

However, all increases in the value of any life insurance policies held by this trust prior to the death of the insured shall be principal and not income.

Section E. Records, Books of Account and Reports

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

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

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

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

Section F. Trustee's Liability

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

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

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

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

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

Section G. Duty of Third Parties Dealing with Trustee

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

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee

may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

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

Section I. Life Insurance

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

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

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

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

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

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

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

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

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

Section J. Insured Trustee's Authority

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

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

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

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

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

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

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

Section L. Merger of Trusts

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

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

Section M. Termination and Distribution of Small Trust

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

Section N. Elimination of Duty to Create Identical Trusts

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

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

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of

its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

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

Section Q. Qualification as a Qualified Subchapter S Trust

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

1. A Sole Beneficiary

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

2. Multiple Beneficiaries

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

3. Outright Distribution

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

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

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

Article X

Definitions

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

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

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

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

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

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

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

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

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

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

4. Founders. The term "Founders" means the "grantors", "trustors", "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.

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

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

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

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

12. Trust. "Trust" means the irrevocable 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 Trustee, if serving in such capacity, as well as the 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 XI

Miscellaneous Matters

Section A. 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 B. Jurisdiction

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

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

Section C. 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 the Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

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

Section D. 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 E. 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 the 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 F. 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 G. Headings of Articles, Sections and Paragraphs

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

Section H. 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 I. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

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

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

Section J. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section K. 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 L. 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 M. Generation Skipping Transfers

The 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.

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

Dated: February 12, 1997

Elmer H Brunsting
ELMER H. BRUNSTING, Founder

Nelva E. Brunsting
NELVA E. BRUNSTING, Founder

Anita Kay Riley
ANITA KAY RILEY, Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

On February 12, 1997, 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.

WITNESS MY HAND and official seal.

Cathy Driskell
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Harris

On February 12, 1997, before me, a Notary Public of said State, personally appeared ANITA KAY RILEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same as Trustee, or in the capacity indicated above, if any, on behalf of such Trustee.

WITNESS MY HAND and official seal.

Cathy Driskell
Notary Public, State of Texas

CATHY DRISKELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
DEC. 30, 2000

_____
Notary's Printed Name

My Commission Expires: _____

Schedule A

Initial Contribution

Ten Dollars ($10.00), the receipt of which is acknowledged

VACEK & FREED, PLLC

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

11777 Katy Freeway, Suite 300
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address:consult@vacek.com

March 20, 2012

412249

RECEIVED
2012 APR -2 PM 4: 34
COUNTY CLERK
HARRIS COUNTY, TEXAS
PROBATE COURT 4

Harris County Clerk
Probate Court Department
8th Floor, Civil Courthouse
201 Caroline
Houston, Texas 77002

412248

Re: ELMER H. BRUNSTING
NELVA E. BRUNSTING

Dear Clerk:

The following original instruments are being delivered to you pursuant to Texas Probate Code Section 75:

1. Original blue-backed Last Will of ELMER H. BRUNSTING signed January 12, 2005

2. Original blue-backed Last Will of NELVA E. BRUNSTING signed January 12, 2005

Enclosed is a check in the amount of $10.00 for the safe-keeping of both of these Wills.

Please place your file stamp on the copies of this letter. Return the file-stamped copies in the enclosed self-addressed envelope. Thank you for your prompt attention to this matter.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

LAST WILL
OF
NELVA E. BRUNSTING

I, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is ELMER H. BRUNSTING.

All references to "my spouse" in my Will are to ELMER H. BRUNSTING.

The names and birth dates of my 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 my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

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

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint ELMER H. BRUNSTING as my Personal Representative. In the event ELMER H. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals as my Personal Representative to serve in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

Third, CANDACE LOUISE CURTIS

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation

to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

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 date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest

(i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for ELMER H. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which ELMER H. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless ELMER H. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of ELMER H. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of ELMER H. BRUNSTING, and this

provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate 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 transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative 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 Personal Representative'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 my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will 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 Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts,

contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will 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 proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by ELMER H. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.

Nelva E. Brunsting

NELVA E. BRUNSTING

The foregoing Will was, on the day and year written above, published and declared by NELVA E. BRUNSTING in our presence to be her Will. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, NELVA E. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

WITNESS

Krysti Brull
11511 Katy Freeway, Suite 520
Houston, Texas 77079

WITNESS

April Driskell
11511 Katy Freeway, Suite 520
Houston, Texas 77079

SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared NELVA E. BRUNSTING, Kristi Brau and April Priskell, known to me to be the Testatrix and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said NELVA E. BRUNSTING, Testatrix, declared to me and to the said witnesses in my presence that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testatrix that the said Testatrix had declared to them that the said instrument is her Last Will and Testament, and that she executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testatrix and at her request; that she was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

Nelva E. Brunsting
NELVA E. BRUNSTING

Kristi Brau
WITNESS

April Priskell
WITNESS

Subscribed and sworn to before me by the said NELVA E. BRUNSTING, the Testatrix, and by the said Kristi Brau and April Priskell, witnesses, on January 12, 2005.

Charlotte Allman
Notary Public, State of Texas

CHARLOTTE ALLMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2006

AUTHORIZATION FOR RELEASE OF INFORMATION

We, ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, Co-Trustees, hereby authorize the release of any and all documents and/or information requested by VACEK & FREED, PLLC regarding

NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING;

ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING; and/or

THE BRUNSTING FAMILY LIVING TRUST.

All requested documents and/or information can be released directly to VACEK & FREED, PLLC at the following address:

VACEK & FREED, PLLC
11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

281-531-5800 or 800-229-3002
281-531-5885 - FAX

A copy of this signed release is also hereby authorized as acceptable.

If you have any questions regarding this authorization, please contact us as soon as possible.

DATED: November 22, 2011

ANITA KAY BRUNSTING, Co-Trustee of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended

AMY RUTH BRUNSTING, Co-Trustee of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended

STATE OF TEXAS

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
NOV 17 2011

STATE OF TEXAS **CERTIFICATE OF DEATH** **STATE FILE NUMBER** 142-11-142463

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last)	(Maiden)	2. DATE OF DEATH ACTUAL OR PRESUMED
NELVA E. BRUNSTING	RENSINK	11/11/2011

3. SEX	4. DATE OF BIRTH	5. AGE-Last Birthday (Years)	IF UNDER 1 YR Mo	Days	IF UNDER 1 DAY Hours	Min	6. BIRTHPLACE (City & State or Foreign Country)
FEMALE	10/08/1926	85					SHELDON, IA

7. SOCIAL SECURITY NUMBER	8. MARITAL STATUS AT TIME OF DEATH	9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)
481-30-4685	☒ Widowed ☐ Divorced ☐ Never Married ☐ Unknown ☐ Married	

10a. RESIDENCE STREET ADDRESS	10b. APT. NO.	10c. CITY OR TOWN
13630 PINEROCK LANE		HOUSTON

10d. COUNTY	10e. STATE	10f. ZIP CODE	10g. INSIDE CITY LIMITS?
HARRIS	TEXAS	77079	☒ Yes ☐ No

11. FATHER'S NAME	12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE
SYLVESTER RENSINK	HARRIET KOOLBECK

13. PLACE OF DEATH (CHECK ONLY ONE)

IF DEATH OCCURRED IN A HOSPITAL: ☒ Inpatient ☐ ER/Outpatient ☐ DOA

IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice Facility ☐ Nursing Home ☐ Decedent's Home ☐ Other (Specify)

14. COUNTY OF DEATH	15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO)	16. FACILITY NAME (If not institution, give street address)
HARRIS	HOUSTON, 77055	SELECT SPECIALTY HOSPITAL - HOUSTON WEST

17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED	18. MAILING ADDRESS OF INFORMANT (Street and Number,City,State,Zip Code)
CAROL BRUNSTING - DAUGHTER	5822 JASON ST., HOUSTON, TX 77074

19. METHOD OF DISPOSITION	20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH	21. ☐ Unknown
☒ Burial ☐ Cremation ☐ Donation ☐ Entombment ☐ Removal from state ☐ Other (Specify)	ARACELI J GALINDO BY ELECTRONIC SIGNATURE - 114721	Section 214 Block Lot 54 Space F

22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)	23. LOCATION (City/Town, and State)
MEMORIAL OAKS CEMETERY	HOUSTON, TX

24. NAME OF FUNERAL FACILITY	25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)
MEMORIAL OAKS FUNERAL HOME	13001 KATY FREEWAY, HOUSTON, TX 77079

26. CERTIFIER (Check only one)

☒ Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.

☐ Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time,date and place, and due to the cause(s) and manner stated.

27. SIGNATURE OF CERTIFIER	28. DATE CERTIFIED (Mo/Day/Yr)	29. LICENSE NUMBER	30. TIME OF DEATH(Actual or presumed)
JERSON CADENAS , BY ELECTRONIC SIGNATURE	11/13/2011	N3531	04:50 PM

31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City,State,Zip Code)	32. TITLE OF CERTIFIER
JERSON CADENAS 4545 POST OAK PLACE #130, HOUSTON, TX 77027-3133	MD

CAUSE OF DEATH

33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.

		Approximate Interval Onset to death
IMMEDIATE CAUSE (Final disease or condition ----> resulting in death)	a. RESPIRATORY FAILURE	
Due to (or as a consequence of):		
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated, the events resulting in death) LAST	b. METASTATIC BILIARY CANCER	
Due to (or as a consequence of):		
	c. SEVERE PROTEIN CALORIE MALNUTRITION	
Due to (or as a consequence of):		
	d. SEPTIC SHOCK	

PART 2. ENTER OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART I.

ADULT FAILURE TO THRIVE

34. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No

35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☐ No

36. MANNER OF DEATH	37. DID TOBACCO USE CONTRIBUTE TO DEATH?	38. IF FEMALE:	39. IF TRANSPORTATION INJURY, SPECIFY:
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be determined	☐ Yes ☐ No ☐ Probably ☒ Unknown	☒ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to one year before death ☐ Unknown if pregnant within the past year	☑ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)

40a. DATE OF INJURY (Mo/Day/Yr)	40b. TIME OF INJURY	40c. INJURY AT WORK?	40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)
		☐ Yes ☐ No	

40e. LOCATION (Street and Number, City,State,Zip Code)	40f. COUNTY OF INJURY

41. DESCRIBE HOW INJURY OCCURRED

42a. REGISTRAR FILE NO.	42b. DATE RECEIVED BY LOCAL REGISTRAR	42c. REGISTRAR
0217344	11/17/2011	REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED

JHE

EDR NUMBER 000001046936

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to $10,000. (Health and Safety Code, Sec. 195, 1989)

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

VS-112 REV 1/2006

QA00249698

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED NOV 18 2011

GERALDINE R. HARRIS
STATE REGISTRAR

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

V&F 000168

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

THE STATE OF TEXAS

DEPARTMENT OF STATE HEALTH SERVICES VITAL STATISTICS

American Banknote Company

IRS.gov

EIN Assistant

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

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **45-6602570**

Legal Name: **NELVA E BRUNSTING SURVIVORS TR DTD 4-1-09 AS EST UTD 10-10-96**

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

We strongly recommend you print this page for your records.

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

Help Topics

Can the EIN be used before the confirmation letter is received?

IRS.gov

EIN Assistant

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

Summary of your information

Please review the information you are about to submit. If any of the information below is incorrect, you will need to start a new application.

Click the "Submit" button at the bottom of the page to receive your EIN.

Help Topics

What is Form 1128?

Organization Type: Irrevocable Trust

Irrevocable Trust Information

Legal name:	**NELVA E BRUNSTING SURVIVORS TR DTD 4-1-09 AS EST UTD 10-10-96**
County:	**VICTORIA**
State/Territory:	**TX**
Date Trust funded:	**NOVEMBER 2011**
Closing month of accounting year:	**DECEMBER** (The closing month of the accounting year is defaulted to December due to your organization type. To change your closing month of accounting year, complete Form 1128.)

Addresses

Mailing Address:	**203 BLOOMINGDALE CIR** **VICTORIA TX 77904** **UNITED STATES**
Phone Number:	**361-550-7132**
TPD Name:	**CANDACE L KUNZ-FREED & SUMMER PEOPLES**
TPD Address:	**11777 KATY FWY STE 300** **HOUSTON TX 77079**
TPD Phone Number:	**281-531-5800**

Grantor

Name:	**NELVA E BRUNSTING**
SSN/ITIN:	**XXX-XX-4685**

Trustee

Name:	**AK BRUNSTING & AR BRUNSTING TTEE**

Additional Irrevocable Trust Information

Has employees who receive Forms W-2:	**NO**

We strongly recommend you print this summary page for your records as this will be your only copy

of the application. You will not be able to return to this page after you click the "Submit" button.

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

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

IRS.gov

EIN Assistant

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

Additional Information about your EIN

We suggest you print this page for your records.

When Can You Use Your EIN?

This EIN is your permanent number and can be used immediately for most of your business needs, including:

- Opening a bank account
- Applying for business licenses
- Filing a tax return by mail.

However, it will take up to two weeks before your EIN becomes part of the IRS's permanent records. You must wait until this occurs before you can:

- File an electronic return
- Make an electronic payment
- Pass an IRS Taxpayer Identification Number (TIN) matching program.

Next Steps

You can download IRS forms, publications, and tax returns at http://www.irs.gov/formspubs

Corrections?

If you need to make changes to your organization's information, you must do so in writing and mail the information to the address provided at http://www.irs.gov/file/article/0,,id=111138,00.html.

<< Back Continue >>

VACEK & FREED, PLLC

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

11777 Katy Freeway, Suite 300 South
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

Authorization to Obtain Tax Identification Number(s)

I understand that I am authorizing VACEK & FREED, PLLC, and any representative employed therewith, to apply for and receive an Employer Identification Number (EIN) on my behalf, individually and/or for any capacity in which I am then serving. I understand that VACEK & FREED, PLLC, or any representative employed therewith, may answer questions about completion of the EIN application, doing so on my behalf, individually and/or for any capacity in which I am then serving.

Dated: _____

AGREED AND UNDERSTOOD:

X Amy Ruth Brunsting
Signature

Amy Ruth Brunsting
Printed Name

Anita Kay Brunsting
Signature

Anita Kay Brunsting
Printed Name

VACEK & FREED, PLLC

By: Candace L. Kunz-Freed

MUST SIGN FORM ON BACK

General Durable Power of Attorney of NELVA E. BRUNSTING

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, of Houston, Harris County, Texas, am creating a durable power of attorney under the laws of the State of Texas. I hereby revoke all Powers of Attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

Powers granted by me under any Medical Power of Attorney;

Powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory; and

Powers granting access to a safe deposit box.

This is a durable general power of attorney given in order to coordinate the management, protection and conservation of my property, with property previously transferred to my revocable living trust, especially in the event I am unable for any reason to manage, protect and conserve my own property or transfer such property to my revocable living trust, and to avoid a guardianship as to the management, protection and conservation of property. The authority and legal capacity of my Agent will be that of a personal representative, trustee and attorney-in-fact.

Article One
Appointment of Agent

Section 1.01 Initial Agent

I appoint ANITA KAY BRUNSTING to serve as my Agent.

Section 1.02 Successor Agent

If ANITA KAY BRUNSTING fails to serve, I appoint the following persons to serve as successor Agent, in the order named:

First, CAROL ANN BRUNSTING
Second, AMY RUTH TSCHIRHART

If a successor Agent fails to serve as my Agent, I appoint the next successor Agent named above to serve as my Agent.

My Agents, in the order listed above, are also my preference as guardian should a court appointed guardian of my person or estate be required.

Section 1.03 No Person Under 21 Years of Age May Serve as Agent

No person named as my Agent or successor Agent may serve until that person has attained the age of 21 years.

Section 1.04 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent, by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent.

Article Two
Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Agent under this power of attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Agent under this power of attorney shall not be affected by my subsequent disability, incompetency, incapacity or lapse of time.

Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney shall expire at the earlier of:

My death (except for post-death matters allowed under the laws of Texas), or

Upon my divorce or the annulment of my marriage if I am married and my spouse is named herein as my Agent, or

Upon my revocation of this Power of Attorney.

Article Three
Powers Granted to My Agent

I grant my Agent the powers set forth in the Durable Power of Attorney Act (Chapter XII of the Texas Probate Code, as amended) which is incorporated herein and made a part hereof for all purposes, except to the extent that such Act conflicts with the powers set forth herein so that my Agent may act on my behalf. In addition, I further grant my Agent the authority to do everything necessary to exercise the powers listed below.

Section 3.01 Power to Fund

My Agent may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable trust agreement ("trust") created by me or by my Agent acting within the authority granted in Section 3.18 before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

In order that my Agent may transfer property under this Section, I grant my Agent the following general powers for the specific purpose of transferring property to my trusts:

> My Agent may transfer any interest I have in real or personal property, tangible or intangible to my trusts.
>
> My Agent may assign any rights I have to receive income from any source to my trusts.
>
> My Agent may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.
>
> My Agent may terminate savings, checking, safekeeping, brokerage, investment advisory and custodial accounts in my name (alone or jointly with others) at any bank, broker or financial institution and transfer all or any part of my interest in the cash, stocks, bonds and securities of the accounts to my trusts.
>
> My Agent may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts, and any institution in which a safe-deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.
>
> My Agent may designate the trust as beneficiary to receive any property, benefit or contract right on my death, or to change any existing designation to the trust as beneficiary.

I also grant my Agent general powers for the specific purpose of transferring any interest I may have in property owned by me to any general partnership, limited partnership, or limited liability company in which I have an interest. This power is subject to the same limitations as set forth in the preceding paragraphs of this Section.

Section 3.02 Power to Amend Revocable Living Trust Agreement

My Agent may amend, for the following express purposes, any revocable trust agreement ("trust") created by me before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime:

> To alter the administrative and investment powers of my Trustee;
>
> To reflect tax or other legal changes that affect trust administration; or
>
> To correct ambiguities, including scrivener errors, that might otherwise require court construction or reformation.

Section 3.03 Power to Sell

Unless specifically limited by the other provisions of this power of attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, marital right and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant options with regard to sales.

State law, and title companies that issue owners' and mortgagees' policies of title insurance, may impose a limitation upon the authority of an Agent to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this power of attorney is given. Therefore, I give to my Agent the unlimited authority to transfer, assign, convey and deliver legal and equitable title to any real estate, or interest in real estate which I may own to my Living Trust.

This authority will include any property in which I may have a homestead interest. I waive any requirements which may be imposed by law or by a title agency that I personally join in the conveyance. To protect the title agency and any other person, agency or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns and my Agent to indemnify and hold harmless any person, agency, or entity from any claim or loss, whatsoever in relying upon the authority provided by this document and the authority of my Agent.

My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

Section 3.04 Power to Buy

Unless specifically limited by the other provisions of this power of attorney, my Agent may buy any kind of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may arrange to insure the purchased property, and otherwise arrange for its safekeeping.

My Agent is authorized to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

My Agent is authorized to repay from my funds any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 3.05 Power to Invest

My Agent may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possessions or territories. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

> Invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;
>
> Participate in common, collective or pooled trust funds or annuity contracts;

Sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

Establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

Invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal;

Establish and terminate agency accounts with corporate fiduciaries; and
Employ and fire financial and investment advisors.

Section 3.06 Power to Manage Real Property

My Agent may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;
Eject and remove tenants or other persons from property, and recover the property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds;

Subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

Maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon and alter all or any part of my real property;

Employ laborers;

Obtain or vacate plats and adjust boundaries;

Adjust differences in the property's value on exchange or partition by giving or receiving consideration;

Release or partially release real property from a lien;

Enter into any contracts, covenants and warranty agreements regarding my real property that my Agent considers appropriate; and

Encumber property by mortgage or deed of trust.

My Agent may accept real property as a gift or as security for a loan.

Section 3.07 Power to Manage Tangible Personal Property

My Agent may manage any tangible personal property (including, but not limited to, any motor vehicle, trailer, water craft, or any similar property) I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;

Recover my property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds; Maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

Grant security interests in my property.

My Agent may accept tangible personal property as a gift or as security for a loan.

Section 3.08 Power to Operate Businesses

My Agent may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Agent considers appropriate. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Act as a director, general or limited partner, or associate or officer of the business;

Select and vote for directors, partners, associates and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;

Execute agreements and amendments to agreements necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements and operating agreements for limited liability companies;

Hire and fire employees;

Pay employees' salaries and provide for employee benefits;

Employ legal, accounting, financial and other consultants;

Continue, modify, terminate, renegotiate and extend any contracts with any person, firm, association or corporation;

Execute business tax returns and other government forms required for my business;

Pay all business related expenses;

Transact business for me in my name and on my behalf;

Contribute additional capital to the business;

Change the name or the form of the business;

Incorporate the business;

Enter into a partnership agreement with other persons;

Join in a plan to reorganize or consolidate my business, or merge my business with any other business;

Establish the value of the business under "buy-out" or "buy-sell" agreements to which I am a party;

Create, continue or terminate retirement plans for my business' employees and make contributions required by those plans;

Advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and

Borrow for the business and secure any loans with business assets or my personal assets.

My Agent may sell, liquidate or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity and an installment note or any combination of those arrangements.

Section 3.09 Power to Manage Partnership Interests

My Agent may manage any general, limited or special partnership interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Exercise any right, power, privilege or option I may have or may claim under any contract with the partnership;

Modify or terminate my interest on terms and conditions my Agent considers appropriate;

Enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding or otherwise as my Agent considers appropriate; and

Defend, arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

Section 3.10 Power Regarding Securities

My Agent may exercise all rights regarding securities that I own now or in the future. Specifically my Agent may:

Buy, sell, and exchange all types of securities and financial instruments including, but not limited to, stocks, bonds, mutual funds and commodity futures contracts and call and put options on stocks and stock indexes;

Receive certificates and other evidences of ownership with regard to securities;

Hold securities in bearer or uncertified form and use a central depository, clearing agency or book-entry system such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York;

Place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

Employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-deal or its nominee;

Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

Participate in any reorganization, recapitalization, merger or similar transaction; and

Exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants or other similar instruments.

Section 3.11 Power to Collect and Settle My Obligations

My Agent may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to, rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends and annuities. In collecting my obligations, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Section 3.12 Power Regarding Governmental Benefits

All Powers described in this section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Agent's powers become effective.

My Agent is appointed as my "Representative Payee" for the purposes of receiving Social Security benefits. My Agent may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Social Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal

in all ways necessary concerning rights or benefits payable to me by any governmental agency including, without limitation, Supplemental Social Security Income (SSI), Medicaid and Social Security Disability Income (SSDI).

My Agent may:

Execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, my wife's, children's and other individual's customarily or legally entitled to be supported by me, and for shipment of their household effects.

Take possession, remove and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

Prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation.

Prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.

Receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose.

Sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there.

Execute any trust agreement described in 42 U.S.C. § 1396p (d)(4) with any trustee or trustees that my Agent selects. In addition, my Agent may deliver and convey any or all of my assets to the trustee or trustees of the trust as well as designate the trust as payee of any income to which I maybe entitled.

File applications for certification of eligibility, or renewals of such certification, any necessary forms or submissions of any nature, and to execute vouchers on my behalf for any and all allowances, compensation, and reimbursements properly payable to me by the Government of the United States, or any agency or department thereof, including, but not restricted to, medical, dental, hospital, or other health care claims or other payments under Veteran's Administration, Medicare, Medicaid, or any other social security programs. Further, such powers shall include, but not be limited to, the powers set forth in Section 501 of the Texas Probate Code, which are incorporated herein for all purposes.

Take any action necessary in order to seek qualification on my behalf for any and all government benefits that I may be entitled to, including, but not limited to, Social Security Disability, Medicaid, and Medicare. This power includes any acts necessary to achieve eligibility for these programs including gifting of my assets to the agent themselves or other persons and selling or swapping any of my property or exchanging any property for assets that would be exempt under the rules of these

programs. Any authority granted to my attorneys herein shall be limited so as to prevent this general power of attorney from causing my attorneys to be taxed on my income or from causing my assets to be subject to a general power of appointment by my attorneys, as that term is defined in Section 2041 of the Internal Revenue Code (or any successor provision).

Power to arrange for my maintenance and support and to incur expenses in my name therefore and to pay from my funds or from funds in my name expenses in connection with my maintenance and support, including, without limitation, my living expenses and all other expenses for my reasonable comfort, maintenance and support, and further including medical or surgical services, nursing services or hospital room or services for me or for my benefit, or any other thing or service incidental thereto deemed by my agent to be necessary or appropriate.

Section 3.13 Power Regarding My Retirement Plans and Other Employee Benefits

My Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Agent may:

Establish, using any of my assets, one or more qualified retirement plans in my name;

Make contributions, including "rollover" contributions, or cause contributions to be made, to any qualified retirement plan my Agent considers appropriate using my assets;

Receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

Elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

Make, exercise, waive or consent to any and all election and option that I may have regarding contributions to qualified retirement plans, investments and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me; and

Borrow money, purchase assets from any of my qualified retirement plans and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Agent may make primary and contingent beneficiary designations, whether revocable or irrevocable, change primary and contingent revocable beneficiary designations, and consent or waive consent in connection with the designation of primary and contingent beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. But my Agent may not directly or indirectly designate a greater share or portion of any benefit than my Agent would have otherwise received unless all other beneficiaries under the IRA or plan consent to the change in beneficiary designation.

For all purposes of this Section, "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, an individual retirement arrangement under Section 408 or Section 408A or a tax-sheltered annuity under Section 403. The term "qualified retirement benefits" means

the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403 or any other benefit subject to the distribution rules of Section 401(a)(9).

Section 3.14 Power Regarding Bank Accounts

My Agent may establish bank accounts of any type in one or more bank institutions that my Agent may choose. My Agent may modify, terminate, make deposits to, write checks on, make withdrawals from and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

Section 3.15 Power Regarding Safe-Deposit Boxes

My Agent may contract with any institution to rent a safe-deposit box in my name. My Agent may have access to any safe-deposit box in my name or with respect to which I am an authorized signer. This Section will apply whether or not the contract for the safe-deposit box was executed by me alone or jointly with others or by my Agent in my name. My Agent may also add to or remove the contents of a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 3.16 Power to Prosecute and Defend Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

Section 3.17 Power to Loan and Borrow

My Agent may make secured or unsecured loans to any person, entity, trust or estate on my behalf, for any term or payable on demand, with or without interest. My Agent may enter into or modify the terms of any mortgage, deed of trust or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Agent may borrow money on my behalf at interest rates and on other terms that my Agent considers advisable from any person, institution or other source including, if my then-acting Agent is a corporate fiduciary, its own banking or commercial lending department.

My Agent may encumber my property by mortgages, pledges, and other hypothecation and shall have the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the term for which this power of attorney is effective.

My Agent may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the term for which this power of attorney is effective. My Agent may grant a security interest in the policy to secure the loan. In this regard, my

Agent may assign and deliver the policy as security. No insurance company will be under any obligation to determine the necessity of the loan or how my Agent applies the loan proceeds.

Section 3.18 Power to Create Revocable Trusts for my Benefit

My Agent may execute a revocable trust agreement with any trustee or trustees that my Agent selects. All income and principal must be paid under the trust agreement, to me or another person for my benefit or applied for my benefit. The income and principal of the trust must be paid under the agreement in the amounts that I or my Agent requests or that the trustee or trustees determine. The remaining income and principal must be paid on my death to my personal representative under the agreement. The trust agreement must provide that it may be revoked or amended by me or my Agent at any time. The trust agreement, however, must provide that any amendment by my Agent must be of a type that by law or under the provisions of this power of attorney could have been included in the original trust agreement. In addition, my Agent may deliver and convey any or all of my assets to the trustee or trustees of the revocable living trust, or convey any or all of my assets to a revocable living trust that exists now or is created by me after the creation on this power of attorney.

Further, I hereby vest in my Agent all of the power and authority given to trustees by the trust laws of the State of Texas upon establishing such revocable trust. If my Agent determines that it is in my best interest under the facts and circumstances then existing, I authorize my Agent to take possession of any and all of my property and estate, as Trustee, and to hold, conserve and administer such property for me and my general welfare. My Agent will be responsible only for the property of my estate over which the Agent shall assert direct control, and will not have liability for the loss of income from, or the depreciation of the value of, assets which the Agent does not possess or which are retained in the form my Agent received them.

My Agent is authorized, upon my death, to make, direct payment for any expense related to my hospitalization, illness, treatment and care prior to my death, and any expenses related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable period of time in which to conclude any administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs) and to make distributions of the trust property to my Living Trust.

My Agent may be sole trustee of my revocable living trust or one of several trustees.

If the trustee is not an individual, it must be a bank or trust company authorized to do trust business in the state in which I or my Agent reside now or in the future.

Section 3.19 Power to Revoke Trusts

I grant my Agent full power and authority to revoke any and all revocable trust agreements of which I am a founder, settlor, grantor, trustmaker and/or contributor. Immediately after the revocation of the aforesaid revocable trust agreement, or as soon as is practicable after such revocation, my Agent shall convey the said trust assets to the beneficiaries named therein, if in the judgment of my Agent it is advisable to do so.

My Agent may be sole trustee of my revocable living trust or one of several trustees.

Section 3.20 Power to Withdraw Funds from Trusts

My Agent may withdraw and receive the income or principal of any trust over which I have a right of receipt or withdrawal. My Agent may request and receive the income or principal of any trust with respect to which the trustee has the discretionary power to make distributions to me or on my behalf. In connection with this, my Agent may execute and deliver to the trustee a receipt and release or similar document for the income or principal received. My Agent may exercise in whole or in part, release or let lapse any power of appointment held by me, whether general or special, or any amendment or revocation power under any trust even if the power may be exercised only with the consent of another person and even if my Agent is the other person, subject to any restrictions on exercise imposed on my Agent under this power of attorney.

Section 3.21 Power to Renounce or Resign from Fiduciary Positions

My Agent may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

Section 3.22 Power to Disclaim or Release Property Interests

My Agent may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate or intestate succession. My Agent may release or abandon any property interest or power that I may own or hold now or in the future, including any interest in, or right over, a trust, including the right to alter, amend, revoke or terminate the trust. My Agent may claim an elective share in any estate or under any will. But my Agent may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

Section 3.23 Power Regarding Insurance

My Agent may purchase, maintain, surrender, collect, or cancel:

All kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest;

Liability insurance protecting me and my estate against third party claims;

Hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and

Casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

My Agent may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority shall apply to both private and public plans, including Medicare, Medicaid, SSI and Workers' Compensation.

My Agent may decrease or terminate coverage under any insurance policy insuring my life. My Agent may receive and dispose of the cash value received if the policy is decreased or terminated and dispose of the cash value as my Agent considers appropriate.

Section 3.24 Power Regarding Taxes

My Agent may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods.

My Agent may:

Prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA and payroll tax returns on my behalf;

Prepare, sign, and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts (including, but not limited to, the United States Tax Court);

Sign consents and agreements under Section 2032A of the Internal Revenue Code or any successor section and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year;

Pay taxes due, collect and dispose of refunds as my Agent determines appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;

Exercise any election I have under federal, state or local tax law and allocate any generation-skipping tax exemption to which I am entitled;

Engage representation for me in any and all tax proceedings by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals; and,

Settle with the Internal Revenue Service, its agents and representatives, any questions concerning my liability for and the collection, refund or payment of said taxes, and to possess all of the authorities and all of the powers set forth in Form 2848 of the Department of the Treasury, Internal Revenue Service, as amended or revised hereafter, including the power to receive refund checks due to me, from the date of this instrument until this instrument is revoked.

Section 3.25 Power to Deal with My Spouse

My Agent may deal with my spouse on my behalf. In dealing with my spouse, my Agent may partition, transfer and exchange any of my marital property estate, whether separate or community property between my spouse and me. My Agent may enter into and execute on my behalf marital property agreements, partition and exchange agreements or community property agreements or may enforce, amend or revoke any marital property agreement between my spouse and me but only with respect to rights in and obligations with respect to property owned by my spouse, by me or by both of us and with respect to reclassification of management and control over our property.

Section 3.26 Power to Make Gifts

My Agent may make gifts on my behalf. In order to make gifts, my Agent may withdraw assets from any trust created by me or by my Attorney-in-Fact acting within the authority granted in Section 3.18 and from which I may withdraw assets.

For purposes of this power of attorney, my Agent may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

For purposes of this Section, "my beneficiaries" shall mean my wife, my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust.

As mentioned in Section 3.12, my Agent may gift or otherwise spend down my estate for Medicaid eligibility and planning.

My Agent may make gifts on the following terms and conditions:

(a) Continuation of My Gifting

My Agent may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Agent may make gifts in order to assure the continuation of any gifting program initiated by me prior to the time I became incapacitated.

My Agent may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with such individuals.

(b) Gifts to My Agent

I specifically authorize gifts to my Agent, but only a Special Agent appointed under the provisions of Section 7.03 may make gifts to my Agent. My Agent may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(c) Gifts in Excess of the Annual Federal Gift Tax Exclusion

Only a Special Agent appointed under the provisions of Section 7.03 may make gifts in excess of the annual federal gift tax exclusion to my beneficiaries.

If my Agent determines that gifts in amounts in excess of the annual federal gift tax exclusion are in my best interest and the best interests of my beneficiaries, my Agent, by unanimous vote if more than one Agent is serving, shall appoint a Special Agent unrelated by blood or marriage to any Agent to review the facts and circumstances and to decide whether such gifts should be made. I recommend, but do not require, that my Agent select an independent certified public accountant, attorney-at-law, or corporate fiduciary to serve as the Special Agent under such circumstances.

Neither my Agent, nor the Special Agent appointed by my Agent, shall be liable to any beneficiary for exercising or failing to exercise its discretion to make gifts.

(d) Gifts for Tuition

My Agent may prepay the cost of tuition for any of my beneficiaries. My Agent shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

(e) Gifts for Medical Expenses

My Agent may pay medical expenses for any of my beneficiaries as permitted under Section 2503(e) of the Internal Revenue Code. My Agent shall make the payments directly to the medical provider.

(f) Gift Splitting Authorized

My Agent is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code or under similar provisions of any state or local gift tax laws.

(g) Methods of Making Gifts

My Agent may make gifts of my property under this Section outright, in trust or in any other manner that my Agent considers appropriate.

By way of example and without limiting my Agent's powers under this Section, my Agent is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split interest trusts. My Agent may make gifts by establishing and contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies or other similar entities and by making gifts of interests in any of those entities.

To accomplish the objectives described in this subsection, my Agent may establish and maintain financial accounts of all types and may execute, acknowledge, seal and deliver deeds, assignments, agreements, authorizations, checks and other instruments. My Agent may prosecute, defend, submit to arbitration, settle or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Agent may intervene in any related action or proceeding.

My Agent may perform any other act my Agent considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

(h) Standard for Making Gifts

It is my desire that in making gifts on my behalf, my Agent consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(i) Ratification of Gifts

I specifically ratify any gifts made by my Agent under the terms of this power of attorney.

Article Four
Care and Control of Principal

My Agent may, in my Agent's sole and absolute discretion, exercise the following powers with respect to the control and management of my person.

Section 4.01 Power to Provide for My Support

My Agent may do anything reasonably necessary to maintain my customary standard of living, including:

Maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing or making other arrangement for a different residence;

Provide normal domestic help;

Provide clothing, transportation, medicine, food and incidentals; and

Make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 4.02 Power to Provide for Support of Dependents

My Agent may make payments as my Agent deems necessary for the health, education, maintenance or support of my wife and those my Agent determines to be dependent on me for support.

Section 4.03 Power to Protect or Dispose of Property

If my Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home or similar facility, my Agent may dispose of my residence. In so doing, my Agent may sell, lease, sublease or assign my interest on terms and conditions that my Agent considers appropriate.

My Agent may store and safeguard any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Agent may sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate.

As an alternative to storing my tangible personal property, my Agent may transfer custody and possession, but not title, of any property item to the person named in my Will or my revocable living trust as the person entitled to receive that property item on my death.

Section 4.04 Power to Provide for My Recreation and Travel

My Agent may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 4.05 Power to Provide for Religious and Spiritual Needs

My Agent may provide for my religious and spiritual needs, including involvement of religious clergy and spiritual leaders in my care and my membership in religious and spiritual organizations consistent with my religious beliefs. My Agent may purchase religious books, tapes and other materials for my use and benefit.

Section 4.06 Power to Provide for Companionship

My Agent may arrange any form of companionship for me necessary to meet my needs if I am unable to arrange for such companionship myself.

Section 4.07 Power to Make Advance Funeral Arrangements

My Agent may make advance arrangements for my funeral and burial, including a burial plot, marker and any other related arrangements that my Agent considers appropriate.

Article Five
Incidental Powers

My Agent may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this power of attorney, including, but not limited, to the following incidental powers.

Section 5.01 Power to Commence Court Proceedings

My Agent may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including, but not limited to:

> Actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney; provided, however, that my Agent need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;
>
> Actions for mandatory injunctions requiring any person or entity to comply with my Agent's directions as authorized by this power of attorney; and
>
> Actions for actual and punitive damages and the recoverable costs and expenses of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent's directions as authorized by this power of attorney.

Section 5.02 Power to Employ and Discharge Personnel

My Agent may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents and employees to advise or assist my Agent as my Agent considers appropriate.

Section 5.03 Power to Sign Documents

My Agent may sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

Section 5.04 Power to Submit Costs for Payment

If my Agent incurs costs in performing any powers granted under this power of attorney, or in enforcing compliance with the powers given to my Agent under this power of attorney, my Agent may submit those costs to any person who has the authority to pay those costs such as the trustee of my revocable living trust or to my guardian or conservator. My trustee, conservator or guardian shall promptly pay those costs.

Section 5.05 Power Regarding My Mail

My Agent may open, read, respond to and redirect my mail. My Agent may represent me before the U.S. Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

Section 5.06 Power Regarding Memberships

My Agent may establish, cancel, continue or initiate my membership in organizations and associations of all kinds.

Section 5.07 Power Regarding Custody of Documents

My Agent may take, give or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents as my Agent believes appropriate.

Section 5.08 Power to Care for My Pets

My Agent may provide for the housing, support, and maintenance of my pet animals. My Agent may contract for and pay the expenses of their proper veterinary care and treatment. But if my Agent decides that the care and maintenance of my pet animals is unreasonably expensive or burdensome, my Agent may give the pet animals to persons willing to care for and maintain them.

Article Six
Limitation on Powers

All powers granted to my Agent under this power of attorney are subject to the limitations set forth in this Article.

Section 6.01 Tax Sensitive Powers

No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

Cause any income generated by my property to be attributed to my Agent for federal income tax purposes;

Cause the value of any property subject to this power of attorney to be included in my Agent's gross estate for federal estate tax purposes;

Cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or

Discharge a legal obligation of my Agent.

If the exercise of a power by my Agent under this power of attorney would cause any of the foregoing results, a Special Agent appointed under the provisions of Section 7.03 may exercise the power or discretion.

Section 6.02 Life Insurance on the Life of My Agent

No individual Agent may exercise any powers or rights in a policy owned by me that insures the life of that Agent. Any powers and rights regarding the policy will be exercised solely by another Agent serving under this power of attorney, or by a Special Agent appointed under the provisions of Section 7.03 of this power of attorney.

Section 6.03 Prohibition on Power over Prior Transfers

No Agent may exercise any power or authority over any irrevocable trust created by my Agent to which I am a trustee or a beneficiary or any asset given to me by my Agent.

Section 6.04 My Agent to Avoid Disrupting My Estate Plan

If it becomes necessary for my Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Agent, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.
If it is necessary to disrupt the dispositive provisions of my estate plan, my Agent will use his or her best efforts to restore my plan as soon as possible. My Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Agent and to provide copies of documents to my Agent.

Article Seven
Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Agent and those who rely upon my Agent.

Section 7.01 Release of Information

My Agent may release and obtain, as the case may be, any and all information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes from my attorneys-at-law, financial advisors,

insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her duties under this power of attorney.

Section 7.02 Nomination of Guardian of my Person and my Estate

If at any time proceedings are initiated for the appointment of Guardian of my person and my estate, I nominate the person serving, or named to serve, as my Agent under this power of attorney at the time the proceedings are initiated.

If any person I have nominated is appointed Guardian of my person and my estate, I request that the court grant to such Guardian of my person and my estate all or as many of the independent powers listed below as the court shall find appropriate.

The power to contract for the estate, to carry out existing contracts, and so bind my estate.

The power to operate, at the risk of loss to the estate, any business, farm, or enterprise of the estate.

The power to grant and take options.

The power to sell any real or personal property of the estate at public or private sale.

The power to create by grant or otherwise easements and servitudes on any property of the estate.

The power to borrow money on the estate's behalf and give security for the loan.

The power to purchase real or personal property on the estate's behalf.

The power to alter, improve, and repair or raze, replace, and rebuild the estate's property.

The power to lease the estate's property for any purpose (including exploration for and removal of gas, oil and other minerals and natural resources) and for any period, including a term commencing at a future time.

The power to lend the estate's money on adequate security.

The power to exchange property of the estate.

The power to sell estate property on credit if any unpaid portion of the selling price is adequately secured.

The power to commence and maintain an action for partition on behalf of the estate.

The power to exercise stock rights and stock options on behalf of the estate.

The power to participate in and become subject to and to consent to the provisions of a voting trust and of a reorganization, consolidation, merger, dissolution, liquidation, or other modification or adjustment affecting estate property.

The power to pay, collect, compromise, arbitrate or otherwise adjust claims, debts or demands upon the estate.

The power to employ attorneys, accountants, investment counsel, agents, depositories and employees and to pay the expense from the estate's assets.

Section 7.03 Appointment of a Special or Ancillary Agent

If for any reason any Agent is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Agent shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Agent as to the property or with respect to the provision. The Special Agent appointed must be an individual that is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code. My Agent may revoke any such appointment at will.

If my Agent determines that it is necessary or desirable to appoint an Ancillary Agent to act under this power of attorney in a jurisdiction other than this one, my Agent may do so. In making an appointment, my Agent may sign, execute, deliver, acknowledge and make declarations in any documents that may be necessary, desirable, convenient or proper in order to carry out the appointment.

A Special or Ancillary Agent may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Agent. A Special or Ancillary Agent may resign at any time by delivering written notice of resignation to my Agent. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.04 Agent Authorized to Employ My Attorney

My Agent may employ the attorney who prepared this power of attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

Waive any and all conflicts of interest that might arise through such employment;

Authorize the attorney to make full disclosure of my estate plan and business to the Agent; and

Authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Agent

My Agent shall be eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Reimbursement for Expenses and Compensation

My Agent may pay himself or herself, from my assets, fair and reasonable compensation authorized by law for services performed under this power of attorney and, in addition, my Agent may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney. "Fair and reasonable" compensation shall be equivalent to such compensation charged by banks or trust companies which provide similar services and are located in the county in which I reside.

Section 7.07 Liability of Agent

I release and discharge any Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Agent.

Section 7.08 Ratification and Indemnity

I agree that any third party who receives a copy of this document may act under it. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. Further, I ratify and confirm all that my Agent will do or cause to be done by reason of the authority vested by this power of attorney and by law. No person, firm, agency or entity will be obligated to see to the application of any payment delivered to my Agent for or on my behalf.

Section 7.09 Amendment and Revocation

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Section 7.10 Resignation

My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

Section 7.11 Signature of Agent

My Agent shall use the following form when signing documents on my behalf pursuant to this power:

NELVA E. BRUNSTING by [enter Agent's name], her Agent.

Section 7.12 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under the laws of the State of Texas, including, but not limited to, the

powers set forth in Article XII ("Durable Power of Attorney Act") of the Texas Probate Code, as amended. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Agent.

Section 7.13 Use of "Agent" Nomenclature

The word "Agent" and any modifying or equivalent word or substituted pronoun includes the singular and the plural and the masculine, feminine and neuter genders.

Section 7.14 Third Party Reliance

No person who relies in good faith on the authority of my Agent under this power of attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent that:

The authority granted to my Agent under this power of attorney is in effect;

My Agent's actions are within the scope of my Agent's authority under this power of attorney;

I was competent when I executed this power of attorney;

I have not revoked this power of attorney; and

My Agent is currently serving as my Agent.

Any person, entity or institution dealing with my Agent will be entitled to rely upon my Agent's sworn statement that this general power of attorney has not been revoked and that Agent is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution or agency from any loss or claim whatsoever when reliant upon such statement, and to this end, I bind myself, my estate, my heirs, successors and assigns. I vest in my Agent the authority to record this power of attorney at any reasonable time, and to the extend I may lawfully provide, my Agent may do so at any time before the Agent is to act with respect to any third party who may be asked to rely upon this document.

I grant my Agent full power and authority to indemnify and hold harmless any third party who accepts and acts under this Durable General Power of Attorney. No person who acts in reliance on the representations of my Agent or the authority granted under this Durable General Power of Attorney shall incur any liability to me, my heirs, executors, administrators, or assigns as a result of permitting my Agent to exercise any power granted under this Durable General Power of Attorney.

Section 7.15 Effect of Duplicate Originals or Copies

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies (photocopies shall include: facsimiles and digital or other reproductions, hereafter referred to collectively as "photocopy") of this power of attorney and each photocopy will have the same force and effect as the original.

Section 7.16 Governing Law

This power of attorney's validity and interpretation will be governed by the laws of the State of Texas. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible or mixed, wherever located, and whether or not the property is owned by me now or in the future.

Section 7.17 Severability

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight
Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained to me the following:

The power of attorney provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property.

The powers will exist for an indefinite period of time unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.

This Durable Power of Attorney will continue to exist notwithstanding my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: August 25, 2010

Nelva E. Brunsting

NELVA E. BRUNSTING, Principal

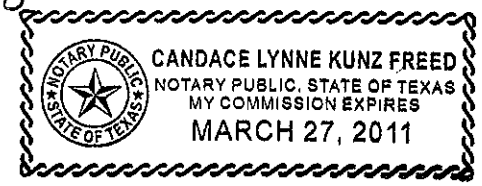
ACKNOWLEDGMENT FOR PRINCIPAL

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared NELVA E. BRUNSTING, as Principal, known to me (or proved to me through satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this day, Aug. 25th, 2010.

Candace D Kunz Freed
Notary Public, State of Texas



THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT AND IS RESPONSIBLE FOR MAINTAINING APPROPRIATE RECORDS OF EACH TRANSACTION, INCLUDING AN ACCOUNTING OF RECEIPTS AND DISBURSEMENTS. AS A FIDUCIARY, AN ATTORNEY-IN-FACT OR AGENT IS HELD TO THE HIGHEST STANDARDS OF GOOD FAITH, FAIR DEALING, AND LOYALTY WITH RESPECT TO THE PRINCIPAL. FAILURE TO ADHERE TO THESE STANDARDS MAY SUBJECT AN ATTORNEY-IN-FACT OR AGENT TO LEGAL ACTION. DEPENDING ON THE DEGREE OF MISCONDUCT, AN ATTORNEY-IN-FACT OR AGENT MAY BE LIABLE FOR DAMAGES OR MAY BE CHARGED WITH A CRIMINAL OFFENSE.

DUTY TO INFORM AND ACCOUNT
Texas Probate Code Section 489B

The attorney-in-fact or agent is a fiduciary and has a duty to inform and to account for actions taken pursuant to the power of attorney.

The attorney-in-fact or agent shall timely inform the principal of all actions taken pursuant to the power of attorney. Failure of the attorney-in-fact or agent to inform timely, as to third parties, shall not invalidate any action of the attorney-in-fact or agent.

The attorney-in-fact or agent shall maintain records of each action taken or decision made by the attorney-in-fact or agent.

The principal may demand an accounting by the attorney-in-fact or agent. Unless otherwise directed by the principal, the accounting shall include:

1. the property belonging to the principal that has come to the attorney-in-fact's or agent's knowledge or into the attorney-in-fact's or agent's possession;
2. all actions taken or decisions made by the attorney-in-fact or agent;
3. a complete account of receipts, disbursements, and other actions of the attorney-in-fact or agent, including their source and nature, with receipts of principal and income shown separately;
4. a listing of all property over which the attorney-in-fact or agent has exercised control, with an adequate description of each asset and its current value if known to the attorney-in-fact or agent;
5. the cash balance on hand and the name and location of the depository where the balance is kept;
6. all known liabilities; and,
7. such other information and facts known to the attorney-in-fact or agent as may be necessary to a full and definite understanding of the exact condition of the property belonging to the principal.

Unless directed otherwise by the principal, the attorney-in-fact or agent shall also provide to the principal all documentation regarding the principal's property.

The attorney-in-fact or agent shall maintain all records until delivered to the principal, released by the principal, or discharged by a court.

If the attorney-in-fact or agent fails or refuses to inform the principal, provide documentation, or deliver the accounting within 60 days (or such longer or shorter time that the principal demands or a court may order), the principal may file suite to compel the attorney-in-fact or agent to deliver the accounting, to deliver the assets, or to terminate the power of attorney.

This section shall not limit the right of the principal to terminate the power of attorney or make additional requirements of, or to give additional instructions to the attorney-in-fact or agent.
Wherever in this chapter a principal is given an authority to act, that shall include not only the principal but also any person designated by the principal, a guardian of the estate of the principal, or other personal representative of the principal.

The rights set out in this section and chapter are cumulative of any other rights or remedies the principal may have at common law or other applicable statutes and not in derogation of those rights.

LAW FIRM COPY emailed 3/30/12 8:45 am.

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

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

	SUBTOTAL	$ 61,430.35	
	CASH ACCOUNTS		
ST	Bank of America Ckg Acct #008519001143, accrued int of $.00	✓	$ 7,535.14
W	Blue Bonnet Credit Union Sav? Acct #13332, accrued int of $.00 (as of 2/29/12 stmt); Note: Bluebonnet Acct #5805 was a credit card acct	✓	$ 10.91
W or Carol ROS	Bank of America Acct# 586021229546 (account set up to pay bills for and by W); Value at right was closing value of the account	✓	$ 9,850.49
	SUBTOTAL	$ 17,396.54	
	MISCELLANEOUS		
ST	Household and Personal Goods	✓	$ 5,000.00
ST	Jewelry including Gold Watch and other Miscellaneous pieces (see attached itemized list); per Co-Tee based on similar assets	✓	$ 853.00
H & W JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418 (Value per Co-Trustee via email 11/27/2011)	✓	$ 5,500.00
W (ST)	IRS - Overpayment of Taxes for Tax Year 2010	✓	$ 6,215.87
ST	Miscellaneous Coins	✓	$ 690.00
	SUBTOTAL	$ 18,258.87	
	IRA/401K		
W	Edward Jones, Acct #609-91956-1-9, ? is bene (shows portfolio summary, value as of 12/31/2011)	✓	$ 245.52
	SUBTOTAL	$ 245.52	

GRAND TOTAL			$ 566,332.33

ILIT IRREVOCABLE TRUST OWNING LIFE INSURANCE

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

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

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

	DRIP ACCOUNTS		
DT	Chevron Acct #125175509293 (Basis $67.27/share was on H's Date of death); Value at right estimated as of W's Date of death 612.00 shares at $107.0650/share.	✓	$ 65,523.78
DT	Chevron Acct#125175509293 (Basis $6727/share was on H's Date of death); Value at right estimated as of W's Date of death 604.961 shares at $107.0650/share	✓	$ 64,770.15
DT	ExxonMobil Acct #C0009467769 (basis $67.99/share basis on H's DOD) Value at right reflects estimated value on the date of W's date of death for 583 Shares (as of June 2011 and March 2012)	✓	$ 46,517.57
	SUBTOTAL	$ 176,811.50	
	MISCELLANEOUS		
DT	Rental income from Iowa farm -Normally rec'd payments 10/2011 ($15,510.00/6 = $2,585.00/mo) and next payment due 03/2012; Amount at right shown as liability (advance payment received but not yet earned as of date of W's passing)		$ (10,340.00)
	SUBTOTAL	$ (10,340.00)	
GRAND TOTAL	**DECEDENT'S TRUST ASSETS**		$ 2,593,059.70

ST(LT)W	TOTAL 11/11/2011	$566,332.33
DT(H)	TOTAL 11/11/2011	$2,593,059.70
ILIT	TOTAL VALUE LIFE INSURANCE TRUST (income $440.00)	$250,000.00
	TOTAL 11/11/2011 ASSETS	**$3,409,392.03**

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

AGREED AND UNDERSTOOD
April 1, 2012:

Anita Kay Brunsting

ANITA KAY BRUNSTING, Co-Trustee, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

AGREED AND UNDERSTOOD
_____, 2012:

_____

AMY RUTH BRUNSTING, Co-Trustee, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

AGREED AND UNDERSTOOD
_____, 2012:

_____
ANITA KAY BRUNSTING, Co-Trustee, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

AGREED AND UNDERSTOOD
April 2, 2012:

_____
AMY RUTH BRUNSTING, Co-Trustee, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

V131068

06/25/01 101599135 V131068 $13.00

GENERAL WARRANTY DEED

Date: October 10, 1996

Grantors: ELMER H. BRUNSTING and NELVA E. BRUNSTING

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

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

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

Consideration:

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

Property (including any improvements):

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

Reservations from and Exceptions to Conveyance and Warranty:

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

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' successors and assigns against every

person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantors hereby reserve the rights afforded to the Grantors under the homestead exemption laws pursuant to Chapter 41 of the Texas Property Code and §11.13 of the Texas Tax Code.

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

Grantees assume all ad valorem taxes due on the property for the current year.

WITNESS OUR HANDS on October 10, 1996.

ELMER H. BRUNSTING

NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on October 10, 1996 by ELMER H. BRUNSTING and NELVA E. BRUNSTING.

Notary Public, State of Texas

SHANNON E. SWEENEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 25, 1998

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

FILE FOR RECORD
8:00 AM

JUN 25 2001

County Clerk, Harris County, Texas

V&F 000208

EXHIBIT "A"

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

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

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN 25 2001

COUNTY CLERK
HARRIS COUNTY, TEXAS

INFORMATION CONCERNING THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you

or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

Signed on 8-25, 2010, to confirm that I received this disclosure statement prior to execution of my Medical Power of Attorney and that I have read and understand it.

Nelva E. Brunsting

NELVA E. BRUNSTING

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **CAROL A. BRUNSTING**, who resides at 5822 Jason, Houston, Texas 77074, and whose phone number is (713) 560-6381 (cell), as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent, in the following order, to make health care decisions for me as authorized by this document:

A. First Alternate Agent

ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732 (home) or (361) 550-7132 (cell)

B. Second Alternate Agent

AMY RUTH TSCHIRHART
2582 Country Ledge
New Braunsfels, Texas 78132
(830) 625-8352 (home) or (830) 823-2388 (cell)

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority

I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on 8-25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

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

Merlin Case
Signature of First Witness

Date: 8/25th, 2010

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

Address of First Witness

Candace Kunz-Freed
Signature of Second Witness

Date: 08-25, 2010

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

Address of Second Witness

INFORMATION CONCERNING
THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions

who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **CAROL ANN BRUNSTING**, who resides at 5822 Jason, Houston, Texas 77074, and whose cell phone number is (713) 560-6381, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

B. Second Alternate Agent

CANDACE LOUISE CURTIS
1215 Ulfinian Way
Martinez, CA 94553
(925)229-3849

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 11511 Katy Freeway, Suite 520, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on November 8, 2007.

Nelva E Brunsting

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

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

Tonya E Lyrock

Signature of First Witness

Date: November 8, 2007

Tonya E. Lyrock
11511 Katy Freeway, Suite 520
Houston, Texas 77079

Address of First Witness

Candace L Kunz-Freed

Signature of Second Witness

Date: November 8, 2007

Candace L. Kunz-Freed
11511 Katy Freeway, Suite 520
Houston, Texas 77079

Address of Second Witness

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **ELMER HENRY BRUNSTING**, also known as **ELMER H. BRUNSTING**, who resides at 13630 Pinerock, Houston, Texas 77079, and whose phone number is (713) 464-4391, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (281) 514-7491

B. Second Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 11511 Katy Freeway, Suite 520, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on January 12, 2005.

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

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

Signature of First Witness

Date: January 12, 2005

Krysti Brull
11511 Katy Freeway, Suite 520
Houston, Texas 77079

Address of First Witness

Signature of Second Witness

Date: January 12, 2005

April Driskell
11511 Katy Freeway, Suite 520
Houston, Texas 77079

Address of Second Witness

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION

(Valid Authorization Under 45 CFR Chapter 164
and the Laws of the State of Texas)

Statement of Intent

It is my understanding that Congress passed a law entitled the Health Insurance Portability and Accountability Act ("HIPAA") that limits use, disclosure or release of my individually identifiable health information (or, sometimes herein, "protected medical information"). This Authorization is being signed because it is crucial that my health care providers readily use, release or disclose my protected medical information to, or as directed by, that person or those persons designated in this Authorization in order to allow me the advantage of being able to discuss with, and obtain advice from, others or to facilitate decisions regarding my health care when I otherwise may not be able to discuss these matters with health care providers without regard to whether any health care provider has certified in writing that I am "incompetent" for purposes of the laws of the State of Texas.

Appointment of Authorized Persons

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, an individual, hereby appoint the following persons, or any of them, as Authorized Persons for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and [State Health Care Information Act]:

ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING
CANDACE LOUISE CURTIS
CAROL ANN BRUNSTING
CARL HENRY BRUNSTING
AMY RUTH TSCHIRHART
ANITA KAY RILEY

Grant of Authority

Therefore, as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, a covered entity (being a health care provider as defined by HIPAA) is permitted to use, release and disclose my individually identifiable health information pursuant to and in compliance with this valid Authorization.

I hereby authorize:

a. All covered persons and entities as defined in HIPAA, including but not limited to a doctor (including but not limited to a physician, podiatrist, chiropractor, or osteopath), psychiatrist, psychologist, dentist, therapist, nurse, hospitals, clinics, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company or any other health care provider or affiliate,

b. to use, release and disclose the following information at the request of an Authorized Person:

Any and all individually identifiable health care information, reports and/or records concerning my medical history, condition, diagnosis, testing prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization for access to, disclosure and release of ANY protected medical information by or to the persons named in this Authorization as if each person were me;

c. to, or as requested by, an Authorized Person.

Termination

This Authorization is not affected by, and shall not terminate by reason of, my subsequent disability or incapacity. This Authorization shall terminate on the first to occur of: (1) 1 year following my death or (2) upon my written revocation expressly referring to this Authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. Such revocation shall be effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

Re-disclosure

By signing this Authorization, I acknowledge that the information used, disclosed or released pursuant to this Authorization may be subject to re-disclosure by an Authorized Person

whose names are written in paragraph 1 of this Authorization and the information once disclosed will no longer be protected by the rules created in HIPAA. No covered entity shall require an Authorized Person to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this Authorization.

Instructions to the Authorized Persons

An Authorized Person shall have the right to bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, an Authorized Person is authorized to sign any documents that the Authorized Person deems appropriate to obtain use, disclosure or release of the protected medical information.

Effect of Duplicate Originals or Copies

If this Authorization has been executed in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Person may make photocopies of this Authorization and each photocopy will have the same force and effect as the original.

My Waiver and Release

With regard to information disclosed pursuant to this Authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule or regulation. In addition, I hereby release any covered entity that acts in reliance on this Authorization from any liability that may accrue from the use or disclosure of my protected medical information in reliance upon this Authorization and for any actions taken by an Authorized Person.

Severability

I intend that this authorization conform to United States and Texas law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Dated: January 12, 2005.

NELVA E. BRUNSTING
SSN: 481-30-4685
DOB: October 8, 1926

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on January 12, 2005, by NELVA E. BRUNSTING.

Notary Public, State of Texas

CHARLOTTE ALLMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2006

RESIGNATION OF ORIGINAL TRUSTEE

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

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

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

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

Nelva E. Brunsting
NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

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

Candace Kunz Freed
Notary Public, State of Texas

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

ACCEPTANCE BY SUCCESSOR TRUSTEE

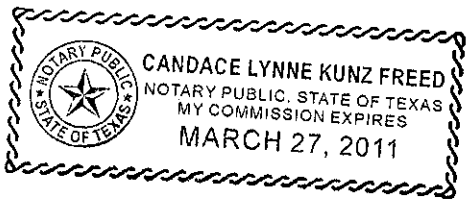
I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the office and duties of Successor Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST, after the resignation of the original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

Anita Kay Brunsting
ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

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

Candace L Kunz-Freed
Notary Public, State of Texas



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

The undersigned successor Trustee hereby certifies the following:

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

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

2. ELMER H. BRUNSTING died on April 1, 2009, without having changed his appointment of successor Trustee. Therefore, pursuant to Article IV, Section B, of the BRUNSTING FAMILY LIVING TRUST, the remaining original Trustee continues to serve alone.

3. The full legal name of the said trust was:

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

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**.

5. NELVA E. BRUNSTING resigned as Trustee on December 21, 2010, after having changed her successor Trustee by that certain Appointment of Successor Trustee dated December 21, 2010. Therefore, the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.

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

   > ANITA KAY BRUNSTING, Trustee, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as

established under the BRUNSTING FAMILY LIVING TRUST
dated October 10, 1996, as amended.

The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100.

6. If ANITA KAY BRUNSTING fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Trustees in the following order:

First, AMY RUTH TSCHIRHART
Second, THE FROST NATIONAL BANK

7. Upon the death or disability of NELVA E. BRUNSTING, then the following individuals will serve as Successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

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

8. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

9. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

10. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

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

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on December 21, 2010.

ANITA KAY BRUNSTING,
Successor Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on December 21, 2010 at 1:45 p.m., by ANITA KAY BRUNSTING, as successor Trustee.

Witness my hand and official seal.

Notary Public, State of Texas

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

CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned successor Trustee hereby certifies the following:

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

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

2. ELMER H. BRUNSTING died on April 1, 2009, without having changed his appointment of successor Trustee. Therefore, pursuant to Article IV, Section B, of the BRUNSTING FAMILY LIVING TRUST, the remaining original Trustee continues to serve alone.

3. The full legal name of the said trust was:

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

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**.

5. NELVA E. BRUNSTING resigned as Trustee on December 21, 2010, after having changed her successor Trustee by that certain Appointment of Successor Trustee dated December 21, 2010. Therefore, the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.

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

   > ANITA KAY BRUNSTING, Trustee, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as

established under the BRUNSTING FAMILY LIVING TRUST
dated October 10, 1996, as amended.

The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 481-30-4685.

6. If ANITA KAY BRUNSTING fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Trustees in the following order:

First, AMY RUTH TSCHIRHART
Second, THE FROST NATIONAL BANK

7. Upon the death or disability of NELVA E. BRUNSTING, then the following individuals will serve as Successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

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

8. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

9. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

10. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

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

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on December 21, 2010.

Law Firm Copy

CERTIFICATE OF TRUST

The undersigned successor Trustee hereby certifies the following:

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

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

2. ELMER H. BRUNSTING died on April 1, 2009, without having changed his appointment of successor Trustee. Therefore, pursuant to Article IV, Section B, of the BRUNSTING FAMILY LIVING TRUST, the remaining original Trustee continues to serve alone.

3. The full legal name of the said trust was:

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

4. NELVA E. BRUNSTING resigned as Trustee on December 21, 2010, after having changed her successor Trustee by that certain Appointment of Successor Trustee dated December 21, 2010. the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.

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

   > ANITA KAY BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

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

6. If ANITA KAY BRUNSTING fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Trustees in the following order:

First, AMY RUTH TSCHIRHART
Second, THE FROST NATIONAL BANK

7. Upon the death or disability of NELVA E. BRUNSTING, then the following individuals will serve as Successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

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

8. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

9. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

10. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

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

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on December 21, 2010.

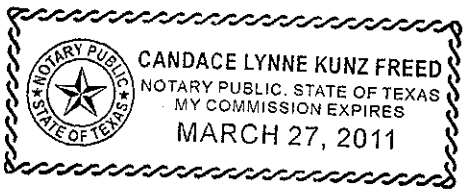
ANITA KAY BRUNSTING,
Successor Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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

Witness my hand and official seal.

Candace A Kunz-Freed
Notary Public, State of Texas



Law Firm Copy

APPOINTMENT OF SUCCESSOR TRUSTEES

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

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

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, resign as Trustee, then the following individuals will serve as successor Trustee in the following order:

> First, ANITA KAY BRUNSTING
> Second, AMY RUTH TSCHIRHART
> Third, THE FROST NATIONAL BANK

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

> ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

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

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

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

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

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

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

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to,

protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

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

3. Determination of "Incompetence" or "Incapacity"

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

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

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

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

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

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries

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

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

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

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

WITNESS MY HAND on December 21, 2010.

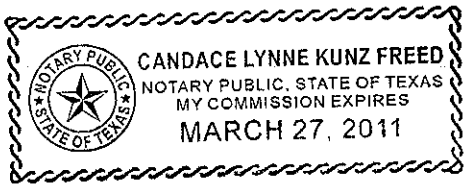
Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Candace A Kunz Freed
Notary Public, State of Texas



CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned successor Co-Trustees hereby certify the following:

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

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

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

3. The full legal name of the said trust was:

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

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**.

5. NELVA E. BRUNSTING died on November 11, 2011. Therefore, pursuant to Article IV, Section B of the Brunsting Family Living Trust Agreement and that certain Appointment of Successor Trustees dated December 21, 2010, ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, or the survivor of them, shall serve as successor Co-Trustees.

   For purposes of asset allocation, transfer of property into the Survivor's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Survivor's Trust, which is now **irrevocable**, shall now be known as:

   ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, Co-Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 45-6602570.

An acceptable abbreviation for account titling is as follows:

ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, Co-Tees of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

6. If one of the successor Co-Trustees 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. If both of the successor Co-Trustees should fail or cease to serve by reason of death, disability or for any other reason, then THE FROST NATIONAL BANK shall serve as Trustee.

7. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

8. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

9. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

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

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on November 22, 2011.

AMY RUTH BRUNSTING,
Successor Co-Trustee

ANITA KAY BRUNSTING,
Successor Co-Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on November 22, 2011, by ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, as successor Co-Trustees.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015

Notary Public, State of Texas

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

The undersigned successor Co-Trustees hereby certify the following:

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

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

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

3. The full legal name of the said trust was:

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

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**.

5. NELVA E. BRUNSTING died on November 11, 2011. Therefore, pursuant to Article IV, Section B of the Brunsting Family Living Trust Agreement and that certain Appointment of Successor Trustees dated December 21, 2010, ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, or the survivor of them, shall serve as successor Co-Trustees.

   For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

   ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, Co-Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100.

An acceptable abbreviation for account titling is as follows:

ANITA KAY BRUNSTING and AMY RUTH BRUNSTING,
Co-Tees of the ELMER H. BRUNSTING DECEDENT'S TR
dtd 4/1/09, as est UTD 10/10/96.

6. If one of the successor Co-Trustees 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. If both of the successor Co-Trustees should fail or cease to serve by reason of death, disability or for any other reason, then THE FROST NATIONAL BANK shall serve as Trustee.

7. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

8. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

9. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

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

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on November 22, 2011.

AMY RUTH BRUNSTING,
Successor Co-Trustee

ANITA KAY BRUNSTING,
Successor Co-Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on November 22, 2011, by ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, as successor Co-Trustees.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015

Notary Public, State of Texas

DELEGATION OF AUTHORITY OF TRUSTEE

Pursuant to Article IV, Section I, of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, I, AMY RUTH BRUNSTING, the undersigned Co-Trustee of the BRUNSTING FAMILY LIVING TRUST; 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; and 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; do hereby delegate to ANITA KAY BRUNSTING full authority to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with the Bank of America account (Account No. _____) in the name 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, pursuant to the terms and conditions set forth in the BRUNSTING FAMILY LIVING TRUST.

All powers of the Trustee are fully set forth in Article XII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, and incorporated herein for all purposes. I empower ANITA KAY BRUNSTING to act on my behalf regarding any and all transactions of any nature pertaining to the above-named account with Bank of America.

This delegation of authority shall remain in effect until revoked by the undersigned, in writing.

A Ruth Brunsting
AMY RUTH BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 22, 2011, by AMY RUTH BRUNSTING.

Candace K 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, 2015

ACCEPTANCE OF DELEGATION OF TRUSTEE AUTHORITY

I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the Delegation of Authority of Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; 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; and 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; as above referenced, as it relates to the Bank of America account (Account No. _____) in the name of the NELVA E. BRUNSTING SURVIVOR'S TRUST.

Anita Kay Brunsting
ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 22, 2011, by ANITA KAY BRUNSTING.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015

Candace L Kunz-Freed
Notary Public, State of Texas

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,
Founder and Trustee

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Notary Public, State of Texas

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

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.

Authorization for Release of Protected Health Information

(Valid Authorization Under 45 CFR Chapter 164 and the Laws of the State of Texas)

Statement of Intent

It is my understanding that Congress passed a law entitled the Health Insurance Portability and Accountability Act ("HIPAA") that limits use, disclosure or release of my individually identifiable health information (or, sometimes herein, "protected medical information"). This Authorization is being signed because it is crucial that my health care providers readily use, release or disclose my protected medical information to, or as directed by, that person or those persons designated in this Authorization in order to allow me the advantage of being able to discuss with, and obtain advice from, others or to facilitate decisions regarding my health care when I otherwise may not be able to discuss these matters with health care providers without regard to whether any health care provider has certified in writing that I am "incompetent" for purposes of the laws of the State of Texas.

Appointment of Authorized Persons

I, AMY RUTH BRUNSTING, an individual, hereby appoint the following persons, or any of them, as Authorized Persons for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the laws of the State of Texas:

ANITA KAY BRUNSTING

Grant of Authority

Therefore, as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, a covered entity (being a health care provider as defined by HIPAA) is permitted to use, release and disclose my individually identifiable health information pursuant to and in compliance with this valid Authorization.

I hereby authorize:

a. All covered persons and entities as defined in HIPAA, including but not limited to a doctor (including but not limited to a physician, podiatrist, chiropractor, or osteopath), psychiatrist, psychologist, dentist, therapist, nurse, hospitals, clinics, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company or any other health care provider or affiliate,

b. to use, release and disclose the following information at the request of an Authorized Person:

Any and all individually identifiable health care information, reports and/or records concerning my medical history, condition, diagnosis, testing, prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization for access to, disclosure and release of ANY protected medical information by or to the persons named in this Authorization as if each person were me;

c. to, or as requested by, an Authorized Person.

Termination

This Authorization is not affected by, and shall not terminate by reason of, my subsequent disability or incapacity. This Authorization shall terminate on the first to occur of: (1) 1 year following my death or (2) upon my written revocation expressly referring to this Authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. Such revocation shall be effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

Re-disclosure

By signing this Authorization, I acknowledge that the information used, disclosed or released pursuant to this Authorization may be subject to re-disclosure by an Authorized Person whose names are written in paragraph 1 of this Authorization and the information once disclosed will no longer be protected by the rules created in HIPAA. No covered entity shall require an Authorized Person to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this Authorization.

Instructions to the Authorized Persons

An Authorized Person shall have the right to bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, an Authorized Person is authorized to sign any documents that the Authorized Person deems appropriate to obtain use, disclosure or release of the protected medical information.

Effect of Duplicate Originals or Copies

If this Authorization has been executed in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Person may make photocopies of this Authorization and each photocopy will have the same force and effect as the original.

My Waiver and Release

With regard information disclosed pursuant to this Authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule or regulation. In addition, I hereby release any covered entity that acts in reliance on this Authorization from any liability that may accrue from the use or disclosure of my protected medical information in reliance upon this Authorization and for any actions taken by an Authorized Person.

Severability

I intend that this authorization conform to United States and Texas law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Dated: November 22, 2011

AMY RUTH BRUNSTING
DOB: October 7, 1961

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 22, 2011, by AMY RUTH BRUNSTING.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015



Authorization for Release of Protected Health Information

(Valid Authorization Under 45 CFR Chapter 164 and the Laws of the State of Texas)

Statement of Intent

It is my understanding that Congress passed a law entitled the Health Insurance Portability and Accountability Act ("HIPAA") that limits use, disclosure or release of my individually identifiable health information (or, sometimes herein, "protected medical information"). This Authorization is being signed because it is crucial that my health care providers readily use, release or disclose my protected medical information to, or as directed by, that person or those persons designated in this Authorization in order to allow me the advantage of being able to discuss with, and obtain advice from, others or to facilitate decisions regarding my health care when I otherwise may not be able to discuss these matters with health care providers without regard to whether any health care provider has certified in writing that I am "incompetent" for purposes of the laws of the State of Texas.

Appointment of Authorized Persons

I, ANITA KAY BRUNSTING, an individual, hereby appoint the following persons, or any of them, as Authorized Persons for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the laws of the State of Texas:

AMY RUTH BRUNSTING

Grant of Authority

Therefore, as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, a covered entity (being a health care provider as defined by HIPAA) is permitted to use, release and disclose my individually identifiable health information pursuant to and in compliance with this valid Authorization.

I hereby authorize:

a. All covered persons and entities as defined in HIPAA, including but not limited to a doctor (including but not limited to a physician, podiatrist, chiropractor, or osteopath), psychiatrist, psychologist, dentist, therapist, nurse, hospitals, clinics, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company or any other health care provider or affiliate,

b. to use, release and disclose the following information at the request of an Authorized Person:

Any and all individually identifiable health care information, reports and/or records concerning my medical history, condition, diagnosis, testing, prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization for access to, disclosure and release of ANY protected medical information by or to the persons named in this Authorization as if each person were me;

c. to, or as requested by, an Authorized Person.

Termination

This Authorization is not affected by, and shall not terminate by reason of, my subsequent disability or incapacity. This Authorization shall terminate on the first to occur of: (1) 1 year following my death or (2) upon my written revocation expressly referring to this Authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. Such revocation shall be effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

Re-disclosure

By signing this Authorization, I acknowledge that the information used, disclosed or released pursuant to this Authorization may be subject to re-disclosure by an Authorized Person whose names are written in paragraph 1 of this Authorization and the information once disclosed will no longer be protected by the rules created in HIPAA. No covered entity shall require an Authorized Person to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this Authorization.

Instructions to the Authorized Persons

An Authorized Person shall have the right to bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, an Authorized Person is authorized to sign any documents that the Authorized Person deems appropriate to obtain use, disclosure or release of the protected medical information.

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If this Authorization has been executed in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Person may make photocopies of this Authorization and each photocopy will have the same force and effect as the original.

My Waiver and Release

With regard information disclosed pursuant to this Authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule or regulation. In addition, I hereby release any covered entity that acts in reliance on this Authorization from any liability that may accrue from the use or disclosure of my protected medical information in reliance upon this Authorization and for any actions taken by an Authorized Person.

Severability

I intend that this authorization conform to United States and Texas law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Dated: November 22, 2011

ANITA KAY BRUNSTING
DOB: August 7, 1963

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 22, 2011, by ANITA KAY BRUNSTING.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015



THE RESTATEMENT OF

THE BRUNSTING FAMILY

LIVING TRUST

Prepared By

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V&F 000264

THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

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

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

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

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

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

Section B. The Title of Our Trust

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

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

Our trust may also be known as:

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

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

Section C. Our Beneficiaries and Family

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

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

For reference, our children are:

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

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

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

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

Section B. Additions to Our Trust

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

Section C. Our Separate and Community Accounts

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

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

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

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

Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

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

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

Section B. We May Amend Our Trust

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

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

Section C. Income Tax Matters

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

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

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

Article IV

Our Trustees

Section A. Original Trustees

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

Section B. Our Successor Trustees

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

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

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

CARL HENRY BRUNSTING and AMY RUTH TSCHIRHART

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

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

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

Section C. No Bond is Required of Our Trustees

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

Section D. Resignation or Removal of Our Trustees

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

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

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

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

Section E. Affidavit of Authority to Act

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

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

_____
Signature Line

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

_____
Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

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

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

Section G. Our Trustees' Compensation

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

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or

estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or

such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,

in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent

of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death

of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;

2. Our residence shall be designed or adapted for human residence;

3. Such property shall at all times be used as our residence;

4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;

5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;

6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and

7. This trust has acquired the property in an instrument of title that

   a. describes the property with sufficient certainty to identify it and the interest acquired;

   b. is recorded in the real property records of the county in which the property is located; and

   c. is executed by one or both of us as Trustors or by our personal representatives.

Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative

of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside

of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

1. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

2. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

3. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan," our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

b. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. Distributions from the Personal Representative

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

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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.

If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the

appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

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.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to

CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY

BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH

TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last

will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on

such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount.

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In

determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and

liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under

the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for inspection or audit only by current, mandatory income beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is entitled to receive a present, mandatory income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented

by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the

newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "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.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section L. Notices

All notices required to be given in this agreement shall be made in writing by eith

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity

as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

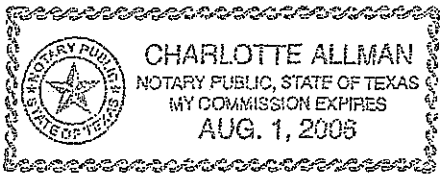
COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Charlotte Allman

Notary Public, State of Texas



QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

I. I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST not previously distributed, as follows:

Section A. Advance on Trust Share for a Beneficiary

> Upon the death of NELVA E. BRUNSTING, any funds advanced during her lifetime after June 1, 2010, and further evidenced in a writing signed by her stating that such funds are an advance on the said beneficiary's inheritance, shall be treated by her successor Trustee as an advance on the trust share of the beneficiary receiving such advance or their descendants, as the case may be, and shall be deducted from said beneficiary's trust share. Such sums withheld shall be distributed equally among all remaining beneficiaries, as set forth in Article X, Section A of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

II. I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Decedent's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, my Trustee shall distribute the balance of the principal and net, undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST not previously distributed, as set forth in Roman Numeral I, Section A of this document.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on June 15, 2010.

Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on June 15, 2010.

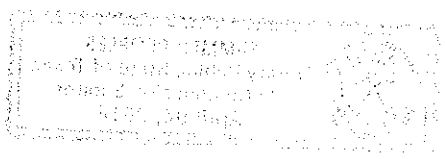
Nelva E. Brunsting
NELVA E. BRUNSTING,
Trustee

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



QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

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

B. Division into Separate Shares

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. Share for CANDACE LOUISE CURTIS

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. Share for CAROL ANN BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. Share for AMY RUTH TSCHIRHART

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;

2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;

3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

4. To protect trust assets and income from claims of and interference from third parties;

5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);

8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;

9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and

10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c)) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustor's intent in creating the trust, as set forth above in paragraph B.

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.

   a. Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Education, Maintenance and Support": In exercising the discretionary powers to provide benefits under this trust, the Trustee shall take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustor requests that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including,

but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.

c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."

e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."

H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

   a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).

7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.

2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.

3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.

B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

PLLC of Houston, Texas, to help ensure the appropriate selection of the initial Trust Protector.

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."

3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.

4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."

5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not

require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

   A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

   A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

   If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

   If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.

   a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.

   b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").

   c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.

7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.

8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.

9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;

2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;

3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;

4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;

5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;

6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;

7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;

9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041 , no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.

3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:

   a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.

4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.

B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).

2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.

3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power; Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.

5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:

   a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and

   b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.

3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.

4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:

   a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;

   b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;

   c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or

   d. Abandon Property: Abandonment of such asset.

2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.

3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.

D. Indemnification of Trustee from Trust Assets for Environmental Expenses:

1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.

a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:

(i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;

(ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;

(iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and

(iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.

b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:

(i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

(ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.

3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.

F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

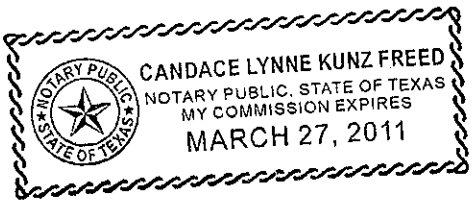
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace L Kunz Freed

Notary Public, State of Texas

THE

BRUNSTING FAMILY

LIVING TRUST

Prepared By

Albert E. Vacek, Jr.

Law Offices of Albert E. Vacek, Jr., P.C.

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THE BRUNSTING FAMILY LIVING TRUST

Article I

The Founding of Our Family Living Trust

Section A. Our Declaration of Trust

This trust declaration is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas. We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Our trust may also be known as:

> ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

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 during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals or entities will serve as Trustee in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

A successor Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death or disability. Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

> On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.
>
> _____
> Signature Line
>
> Sworn, subscribed and acknowledged before me, the undersigned authority, on this the ____ day of _____, 19_____.
>
> _____
> Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits

which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee, in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased

Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

a. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

b. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

c. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan", our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

b. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. Distributions from the Personal Representative

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.

2. **PRINCIPAL**

   a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed $5,000.00.

   b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.

   c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only. Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

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 set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living

descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any

amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provided otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the

parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the

Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when

the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for the inspection or audit by the beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is or could be entitled to receive a present income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when

the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity

serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "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.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

    It must clearly evidence the interest of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

    The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: October 10, 1996

_____

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

COUNTY OF HARRIS

On October 10, 1996, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Notary Public, State of Texas

IRS.gov

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **27-6453100**

Legal Name: **ELMER H BRUNSTING DECEDENTS TR DTD 4-1-09 AS EST UTD 10-10-96**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. Continue >>

Help Topics

Can the EIN be used before the confirmation letter is received?

IRS.gov

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

Summary of your information

Please review the information you are about to submit. If any of the information below is incorrect, you will need to start a new application.

Click the "Submit" button at the bottom of the page to receive your EIN.

Help Topics

What is Form 1128?

Organization Type: Irrevocable Trust

Irrevocable Trust Information

Legal name:	ELMER H BRUNSTING DECEDENTS TR DTD 4-1-09 AS EST UTD 10-10-96
County:	HARRIS
State/Territory:	TX
Date Trust funded:	APRIL 2009
Closing month of accounting year:	DECEMBER (The closing month of the accounting year is defaulted to December due to your organization type. To change your closing month of accounting year, complete Form 1128.)

Addresses

Mailing Address:	13630 PINEROCK LN HOUSTON TX 77079 UNITED STATES
Phone Number:	713-464-4391
TPD Name:	CANDACE L KUNZ-FREED & SUMMER PEOPLES
TPD Address:	14800 SAINT MARYS LN STE 230 HOUSTON TX 77079
TPD Phone Number:	281-531-5800

Grantor

Name:	ELMER H BRUNSTING
SSN/ITIN:	XXX-XX-8905

Trustee

Name:	NELVA E BRUNSTING TTEE

Additional Irrevocable Trust Information

Has employees who receive Forms W-2: **NO**

We strongly recommend you print this summary page for your records as this will be your only copy of the application. You will not be able to return to this page after you click the "Submit" button.

Click "Submit" to send your request and receive your EIN. Submit

Once you submit, please wait while your application is being processed. It can take up to two minutes for your application to be processed.

IRS.gov

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ **5. EIN Confirmation**

Additional Information about your EIN

We suggest you print this page for your records.

When Can You Use Your EIN?

This EIN is your permanent number and can be used immediately for most of your business needs, including:

- Opening a bank account
- Applying for business licenses
- Filing a tax return by mail.

However, it will take up to two weeks before your EIN becomes part of the IRS's permanent records. You must wait until this occurs before you can:

- File an electronic return
- Make an electronic payment
- Pass an IRS Taxpayer Identification Number (TIN) matching program.

Next Steps

You can download IRS forms, publications, and tax returns at http://www.irs.gov/formspubs

Corrections?

If you need to make changes to your organization's information, you must do so in writing and mail the information to the address provided at http://www.irs.gov/file/article/0,,id=111138,00.html.

<< Back Continue >>

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

Authorization to Obtain Tax Identification Number(s)

I understand that I am authorizing THE VACEK LAW FIRM, PLLC, and any representative employed therewith, to apply for and receive an Employer Identification Number (EIN) on my behalf, individually and/or for any capacity in which I am then serving. I understand that THE VACEK LAW FIRM, PLLC, or any representative employed therewith, may answer questions about completion of the EIN application, doing so on my behalf, individually and/or for any capacity in which I am then serving.

Dated: 05/11/2009

AGREED AND UNDERSTOOD:

X Nelva E. Brunsting
Signature

Nelva Brunsting
Printed Name

_____
Signature

_____
Printed Name

THE VACEK LAW FIRM, PLLC

By: Candace L Kunz-Freed

Form **SS-4**
(Rev. July 2007)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ **See separate instructions for each line.** ▶ **Keep a copy for your records.**

OMB No. 1545-0003

EIN

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested

2 Trade name of business (if different from name on line 1)

3 Executor, administrator, trustee, "care of" name

4a Mailing address (room, apt., suite no. and street, or P.O. box)

5a Street address (if different) (Do not enter a P.O. box.)

4b City, state, and ZIP code (if foreign, see instructions)

5b City, state, and ZIP code (if foreign, see instructions)

6 County and state where principal business is located

7a Name of principal officer, general partner, grantor, owner, or trustor

7b SSN, ITIN, or EIN

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☐ Yes ☐ No

8b If 8a is "Yes," enter the number of LLC members ▶

8c If 8a is "Yes," was the LLC organized in the United States? ☐ Yes ☐ No

9a **Type of entity** (check only one box). **Caution.** If 8a is "Yes," see the instructions for the correct box to check.

- ☐ Sole proprietor (SSN) ___
- ☐ Partnership
- ☐ Corporation (enter form number to be filed) ▶ ___
- ☐ Personal service corporation
- ☐ Church or church-controlled organization
- ☐ Other nonprofit organization (specify) ▶ ___
- ☐ Other (specify) ▶
- ☐ Estate (SSN of decedent) ___
- ☐ Plan administrator (TIN) ___
- ☐ Trust (TIN of grantor) ___
- ☐ National Guard ☐ State/local government
- ☐ Farmers' cooperative ☐ Federal government/military
- ☐ REMIC ☐ Indian tribal governments/enterprises

Group Exemption Number (GEN) if any ▶

9b If a corporation, name the state or foreign country (if applicable) where incorporated — State — Foreign country

10 **Reason for applying** (check only one box)

- ☐ Started new business (specify type) ▶ ___
- ☐ Hired employees (Check the box and see line 13.)
- ☐ Compliance with IRS withholding regulations
- ☐ Other (specify) ▶
- ☐ Banking purpose (specify purpose) ▶ ___
- ☐ Changed type of organization (specify new type) ▶ ___
- ☐ Purchased going business
- ☐ Created a trust (specify type) ▶ ___
- ☐ Created a pension plan (specify type) ▶ ___

11 Date business started or acquired (month, day, year). See instructions.

12 Closing month of accounting year

13 Highest number of employees expected in the next 12 months (enter -0- if none).

Agricultural	Household	Other

14 Do you expect your employment tax liability to be $1,000 or less in a full calendar year? ☐ Yes ☐ No (If you expect to pay $4,000 or less in total wages in a full calendar year, you can mark "Yes.")

15 First date wages or annuities were paid (month, day, year). **Note.** If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶

16 Check **one** box that best describes the principal activity of your business.

☐ Construction ☐ Rental & leasing ☐ Transportation & warehousing ☐ Health care & social assistance ☐ Accommodation & food service ☐ Wholesale-agent/broker ☐ Wholesale-other ☐ Retail
☐ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Other (specify)

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☐ No
If "Yes," write previous EIN here ▶

Third Party Designee

Complete this section **only** if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name — Designee's telephone number (include area code) ( )

Address and ZIP code — Designee's fax number (include area code) ( )

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (type or print clearly) ▶ — Applicant's telephone number (include area code) ( )

Signature ▶ — Date ▶ — Applicant's fax number (include area code) ( )

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 16055N Form **SS-4** (Rev. 7-2007)

V&F 000457

AUTHORIZATION FOR RELEASE OF INFORMATION

I, NELVA E. BRUNSTING, also known as NELVA ERLEEN BRUNSTING, hereby authorize the release of any and all documents and/or information requested by THE VACEK LAW FIRM, PLLC regarding:

1. NELVA E. BRUNSTING, also known as NELVA ERLEEN BRUNSTING; and

2. ELMER H. BRUNSTING, also known as ELMER HENRY BRUNSTING; and/or

3. THE BRUNSTING FAMILY LIVING TRUST.

All requested documents and/or information can be released directly to THE VACEK LAW FIRM, PLLC at the following address:

THE VACEK LAW FIRM, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079

281-531-5800 or 800-229-3002
281-531-5885 - FAX

A copy of this signed release is also hereby authorized as acceptable.

If you have any questions regarding this authorization, please contact us as soon as possible.

DATED: May 11, 2009

Nelva E. Brunsting

NELVA E. BRUNSTING, Trustee

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
APR 28 2009

STATE OF TEXAS — **CERTIFICATE OF DEATH** — **STATE FILE NUMBER** 142-09-043770

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last)	(Maiden)	2. DATE OF DEATH: ACTUAL OR PRESUMED
ELMER H. BRUNSTING		04/01/2009

3. SEX	4. DATE OF BIRTH	5. AGE-Last Birthday (Years)	IF UNDER 1 YR: Mo / Days	IF UNDER 1 DAY: Hours / Min	6. BIRTHPLACE (City & State or Foreign Country)
MALE	09/29/1921	87			HULL, IA

7. SOCIAL SECURITY NUMBER	8. MARITAL STATUS AT TIME OF DEATH	9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)
282-32-8905	☒ Married ☐ Widowed ☐ Divorced ☐ Never Married ☐ Unknown	NELVA RENSINK

10a. RESIDENCE STREET ADDRESS	10b. APT. NO.	10c. CITY OR TOWN
13630 PINEROCK		HOUSTON

10d. COUNTY	10e. STATE	10f. ZIP CODE	10g. INSIDE CITY LIMITS?
HARRIS	TEXAS	77079	☒ Yes ☐ No

11. FATHER'S NAME	12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE
LUKE BRUNSTING	GERTUDE RIKKERS

13. PLACE OF DEATH (CHECK ONLY ONE)

IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA

IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice Facility ☐ Nursing Home ☒ Decedent's Home ☐ Other (Specify)

14. COUNTY OF DEATH	15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO)	16. FACILITY NAME (If not institution, give street address)
HARRIS	HOUSTON, 77079	13630 PINEROCK

17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED	18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)
NELVA BRUNSTING - WIFE	13630 PINEROCK, HOUSTON, TX 77079

19. METHOD OF DISPOSITION	20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH	21. ☐ Unknown
☒ Burial ☐ Cremation ☐ Donation ☐ Entombment ☐ Removal from state ☐ Other (Specify)	MARICELLA JIRON ,BY ELECTRONIC SIGNATURE - 113462	Section 214-D, Block, Lot DD LG, Space 54-F

22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)	23. LOCATION (City/Town, and State)
MEMORIAL OAKS CEMETERY	HOUSTON, TX

24. NAME OF FUNERAL FACILITY	25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)
MEMORIAL OAKS FUNERAL HOME	13001 KATY FREEWAY, HOUSTON, TX 77079

26. CERTIFIER (Check only one)

☒ Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.

☐ Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.

27. SIGNATURE OF CERTIFIER	28. DATE CERTIFIED (Mo/Day/Yr)	29. LICENSE NUMBER	30. TIME OF DEATH (Actual or presumed)
CYNTHIA ZINNER , BY ELECTRONIC SIGNATURE	04/10/2009	M2509	09:30 AM

31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code)	32. TITLE OF CERTIFIER
CYNTHIA ZINNER 1880 SOUTH DAIRY ASHFORD STE # 330, HOUSTON, TX 77077	MD

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to $10,000. (Health and Safety Code, Sec. 195, 1969)

CAUSE OF DEATH

33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.

		Approximate interval Onset to death
IMMEDIATE CAUSE (Final disease or condition ——> resulting in death)	a. DEMENTIA, LIKELY VASCULAR TYPE	3 YEARS
	Due to (or as a consequence of):	
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	b.	
	Due to (or as a consequence of):	
	c.	
	Due to (or as a consequence of):	
	d.	

PART 2. ENTER OTHER CAUSE GIVEN IN PART 1. SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH - BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART 1.

CHRONIC LYMPHOCYTIC LEUKEMIA, CORONARY ARTERY DISEASE, REMOTE PROSTATE CANCER, HYPERLIPIDEMIA

34. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No

35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☐ No

36. MANNER OF DEATH	37. DID TOBACCO USE CONTRIBUTE TO DEATH?	38. IF FEMALE:	39. IF TRANSPORTATION INJURY, SPECIFY:
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending investigation ☐ Could not be determined	☐ Yes ☒ No ☐ Probably ☐ Unknown	☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to one year before death ☐ Unknown if pregnant within the past year	☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)

40a. DATE OF INJURY (Mo/Day/Yr)	40b. TIME OF INJURY	40c. INJURY AT WORK?	40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)
		☐ Yes ☐ No	

40e. LOCATION (Street and Number, City, State, Zip Code)	40f. COUNTY OF INJURY

41. DESCRIBE HOW INJURY OCCURRED

42a. REGISTRAR FILE NO.	42b. DATE RECEIVED BY LOCAL REGISTRAR	42c. REGISTRAR
0206214	04/28/2009	REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED

VS-112 REV 1/2006

AMI

EDR NUMBER 0000005544490

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED

APR 28 2009

Geraldine R. Harris

GERALDINE R. HARRIS
STATE REGISTRAR

THE STATE OF TEXAS

DEPARTMENT OF STATE HEALTH SERVICES
STATE OF TEXAS
VITAL STATISTICS

Any alteration or erasure voids this certificate.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

VSF 000459

LAST WILL
OF
ELMER H. BRUNSTING

I, ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is NELVA E. BRUNSTING.

All references to "my spouse" in my Will are to NELVA E. BRUNSTING.

The names and birth dates of my 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 my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint NELVA E. BRUNSTING as my Personal Representative. In the event NELVA E. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals as my Personal Representative to serve in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

Third, CANDACE LOUISE CURTIS

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation

to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

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 date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest

(i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for NELVA E. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which NELVA E. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless NELVA E. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of NELVA E. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of NELVA E. BRUNSTING, and this

provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate 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 transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative 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 Personal Representative'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 my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will 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 Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts,

contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will 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 proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by NELVA E. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

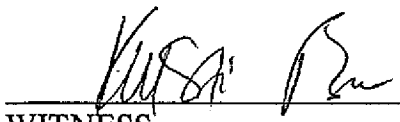
THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.



ELMER H. BRUNSTING

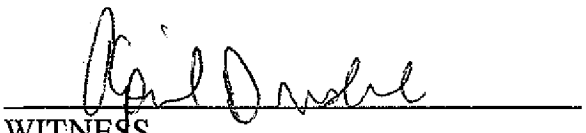
The foregoing Will was, on the day and year written above, published and declared by ELMER H. BRUNSTING in our presence to be his Will. We, in his presence and at his request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, ELMER H. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.



WITNESS

Krysti Brull
11511 Katy Freeway, Suite 520
Houston, Texas 77079



WITNESS

April Driskell
11511 Katy Freeway, Suite 520
Houston, Texas 77079

SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ELMER H. BRUNSTING, Kristi Brun and April Driskell, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said ELMER H. BRUNSTING, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testator that the said Testator had declared to them that the said instrument is his Last Will and Testament, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

Elmer H Brunsting
ELMER H. BRUNSTING

Kristi Brun
WITNESS

April Driskell
WITNESS

Subscribed and sworn to before me by the said ELMER H. BRUNSTING, the Testator, and by the said Kristi Brun and April Driskell, witnesses, on January 12, 2005.

Charlotte Allman
Notary Public, State of Texas

CHARLOTTE ALLMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2006

DURABLE SPECIAL POWER OF ATTORNEY

FOR

ELMER H. BRUNSTING

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTHCARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I revoke all previous powers of attorney given by me. This is a durable special power of attorney given in order to coordinate the management, protection and conservation of my property, with property previously transferred to my revocable living trust, especially in the event I am unable for any reason to manage, protect and conserve my own property or transfer such property to my revocable living trust, and to avoid a guardianship as to the management, protection and conservation of property. The authority and legal capacity of my Personal Representative (hereinafter referred to as "Agent") will be that of a personal representative, trustee and attorney-in-fact.

My revocable living trust (hereinafter referred to as my "Living Trust") shall be referred to, for all purposes, as follows:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

Appointment of the Agent

I appoint NELVA E. BRUNSTING as my Agent. If NELVA E. BRUNSTING ceases to serve for any reason, I appoint the following individuals as my Agent to serve in the following order:

First, CARL HENRY BRUNSTING
Second, AMY RUTH TSCHIRHART
Third, CANDACE LOUISE CURTIS

My Agents, in the order listed, are also my preference as guardian should a court appointed guardian of my person or estate be required.

My Agent will serve without the requirement of bond or other security, and will have the authority to do and perform those things delineated below, as fully, to all intents and purposes, as I might or could do if personally present:

1. I grant my Agent full power and authority to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me to my Living Trust.

2. In order for my Agent to transfer my property under this Durable Special Power of Attorney, the following powers are set forth to provide guidance as to some of the powers granted by me to my Agent:

   My Agent may convey real or personal property, whether tangible or intangible, or any interest therein.

   My Agent may receive and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loans, and all other financial institutions.

   My Agent may receive and endorse checks and drafts, withdraw funds, make elections and otherwise deal with any and all retirement accounts or qualified plans as deemed necessary by my Agent.

   My Agent may execute or release mortgages, deeds of trust, or other security agreements as may be necessary to accomplish the purpose of this Durable Special Power of Attorney.

   My Agent may apply for, endorse, and transfer certificates of title for any motor vehicle.

   My Agent may endorse, convey, and otherwise transfer all business interests that I may now own or hereafter acquire.

   My Agent may have access to any safe deposit box rented by me and remove the contents of such safe deposit box, and any institution in which a safe deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.

3. State law, and title companies that issue owners' and mortgagees' policies of title insurance, may impose a limitation upon the authority of an Agent to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this limited special power of attorney is given. Therefore, I give to my Agent the unlimited authority to transfer, assign, convey and deliver legal and equitable title to any real estate, or interest in real estate which I may own to my Living Trust.

   This authority will include any property in which I may have a homestead interest. I waive any requirement which may be imposed by law or by a title agency that I personally join in the conveyance. To protect the title agency and any other person, agency or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns and my Agent to indemnify and hold harmless any person, agency, or entity from any claim or loss whatsoever in relying upon the authority provided by this document and the authority of my Agent.

4. I grant my Agent full power and authority to prepare, execute and file joint, separate, or any other tax returns of any nature (e.g., income tax, gift tax, estate tax or generation skipping transfer tax) and declarations of estimated income tax required by the Internal Revenue Code to be made by me and to settle with the Internal Revenue Service, its agents and representatives, any questions concerning my liability for and the collection, refund or payment of said taxes, and to possess all of the authorities and all of the powers set forth in Form 2848 of the Department of the Treasury, Internal Revenue Service, as amended or revised hereafter, including the power to receive refund checks due to me, from the date of this instrument until this instrument is revoked.

5. I grant my Agent full power and authority to make any elections (e.g., tax, payment amount, payment frequency, etc.) in respect of any retirement account (e.g., IRA, pension plan, 401k, etc.) that I have or of which I am the contributor. Furthermore, I grant my Agent full power and authority to transfer, assign, convey and deliver any interest I may have in such retirement accounts to my Living Trust.

6. Any person, entity or institution dealing with my Agent will be entitled to rely upon my Agent's sworn statement that this special power of attorney has not been revoked and the Agent is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution or agency from any loss or claim whatsoever when reliant upon such statement, and to this end, I bind myself, my estate, my heirs, successors and assigns. I vest in my Agent the authority to record this power of attorney at any reasonable time, and, to the extent I may lawfully provide, my Agent

may do so at any time before the Agent is to act with respect to any third party who may be asked to rely upon this document.

7. I grant my Agent full power and authority to indemnify and hold harmless any third party who accepts and acts under this Durable Special Power of Attorney. No person who acts in reliance on the representations of my Agent or the authority granted under this Durable Special Power of Attorney shall incur any liability to me, my heirs, or assigns as a result of permitting my Agent to exercise any power granted under this Durable Special Power of Attorney.

8. This power of attorney is revocable and revocation will be effective if a written and acknowledged revocation is filed of record in the deed records of each county in which this power of attorney has been placed of record, if any. Further, revocation will be effective as to a third party relying on the power of attorney when the third party has actual notice of the revocation regardless of whether this power of attorney has been placed of record. Finally, written notification of the revocation of this power of attorney to any agent under this power of attorney will also effectively revoke this power.

9. I grant my Agent full power and authority to exercise, do or perform any act, right, power, duty or obligation whatsoever that I now have or may acquire the legal right, power or capacity to exercise, do, or perform in connection with, arising out of, or relating to any person, item, thing, transaction, business property, real or personal, tangible or intangible, or matter whatsoever.

10. I grant my Agent full power and authority to ask, demand, sue for, recover, collect, receive and hold and possess all sums of money, debts, dues, goods, wares, merchandise, chattels, effects, bonds, notes, checks, drafts, accounts, deposits, safe deposit boxes, post office box privileges, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, stock bonus plan and profit sharing plan benefits, stock options, insurance benefits and proceeds, documents of title, choices in actions, personal and real property, tangible and intangible property and property rights, and demands whatsoever, liquidated or unliquidated, and things of whatsoever nature or description which now are or hereafter shall be or become due, owing, payable or belonging to me in or by any right, title, ways or means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases or other discharges for the same as my said attorney shall think fit or be advised.

11. I grant my Agent full power and authority to engage, employ, and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my attorney shall think fit.

Special Power of Attorney

This document is to be construed as a Special Power of Attorney vesting in my Agent only those powers and authority specifically enumerated, without my joinder or consent, for me and on my behalf as if I were personally present and acting. Any transaction completed on my behalf by my Agent will be binding upon me, my estate, my successors and assigns.

My Disability

My Agent will have the authority to continue acting in such capacity during any period or episode of my disability. This power of attorney is to be construed and considered as being a durable power of attorney and will not terminate upon my disability. As a trust, the authority of the Agent will continue following my death for the time reasonably needed to complete administration of the property which at the time of my death goes into custody or control of my Agent. This would include, for example, all property held in the name of my Agent as Trustee.

Authority as Trustee

I vest in my Agent all of the power and authority given to trustees by the trust laws of the State of Texas. If my Agent determines that it is in my best interest under the facts and circumstances then existing, I authorize my Agent to take possession of any and all of my property and estate, as Trustee, and to hold, conserve and administer such property for me and my general welfare. My Agent will be responsible only for the property of my estate over which the Agent shall assert direct control, and will not have liability for the loss of income from, or the depreciation of the value of, assets which the Agent does not possess or which are retained in the form my Agent received them.

My Agent is authorized, upon my death, to make direct payment for any expense related to my hospitalization, illness, treatment and care prior to my death, and any expense related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable period of time in which to conclude any administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs) and to make distributions of the trust property to my Living Trust.

Ratification and Indemnity

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. Further, I ratify and confirm all that my Agent will do or cause to be done by reason of the authority vested by this power of attorney and by law. No person, firm, agency or entity will be obligated to see to the application of any payment delivered to my Agent for or on my behalf. My Agent is authorized to proceed in my name and on my behalf against any person, agency or entity who will fail or refuse to recognize the authority of my Agent or who will refuse to transact business with my Agent to my harm and detriment.

Life Insurance on the Life of My Agent

My Agent shall have no rights or powers with respect to any policy of insurance owned by me on the life of my Agent.

Construction of Power

My agent shall have all rights and powers conferred under Chapter XII, Section 499 of the Texas Probate Code, as amended, as it pertains to my Living Trust.

Conclusion

This power of attorney is dated and effective as of January 12, 2005.

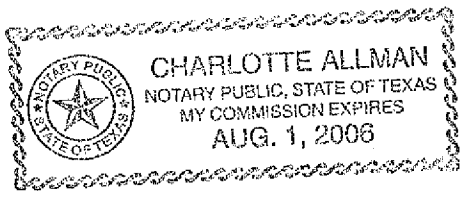
ELMER H. BRUNSTING, Principal
13630 Pinerock
Houston, Texas 77079

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Durable Special Power of Attorney was acknowledged before me by ELMER H. BRUNSTING, Principal, on January 12, 2005.

Witness my hand and official seal.

Charlotte Allman
Notary Public, State of Texas



THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT AND IS RESPONSIBLE FOR MAINTAINING APPROPRIATE RECORDS OF EACH TRANSACTION, INCLUDING AN ACCOUNTING OF RECEIPTS AND DISBURSEMENTS. AS A FIDUCIARY, AN ATTORNEY-IN-FACT OR AGENT IS HELD TO THE HIGHEST STANDARDS OF GOOD FAITH, FAIR DEALING, AND LOYALTY WITH RESPECT TO THE PRINCIPAL. FAILURE TO ADHERE TO THESE STANDARDS MAY SUBJECT AN ATTORNEY-IN-FACT OR AGENT TO LEGAL ACTION. DEPENDING ON THE DEGREE OF MISCONDUCT, AN ATTORNEY-IN-FACT OR AGENT MAY BE LIABLE FOR DAMAGES OR MAY BE CHARGED WITH A CRIMINAL OFFENSE.

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

DUTY TO INFORM AND ACCOUNT
Texas Probate Code Section 489B

The attorney-in-fact or agent is a fiduciary and has a duty to inform and to account for actions taken pursuant to the power of attorney.

The attorney-in-fact or agent shall timely inform the principal of all actions taken pursuant to the power of attorney. Failure of the attorney-in-fact or agent to inform timely, as to third parties, shall not invalidate any action of the attorney-in-fact or agent.

The attorney-in-fact or agent shall maintain records of each action taken or decision made by the attorney-in-fact or agent.

The principal may demand an accounting by the attorney-in-fact or agent. Unless otherwise directed by the principal, the accounting shall include:

1. the property belonging to the principal that has come to the attorney-in-fact's or agent's knowledge or into the attorney-in-fact's or agent's possession;
2. all actions taken or decisions made by the attorney-in-fact or agent;
3. a complete account of receipts, disbursements, and other actions of the attorney-in-fact or agent, including their source and nature, with receipts of principal and income shown separately;
4. a listing of all property over which the attorney-in-fact or agent has exercised control, with an adequate description of each asset and its current value if known to the attorney-in-fact or agent;
5. the cash balance on hand and the name and location of the depository where the balance is kept;
6. all known liabilities; and,
7. such other information and facts known to the attorney-in-fact or agent as may be necessary to a full and definite understanding of the exact condition of the property belonging to the principal.

Unless directed otherwise by the principal, the attorney-in-fact or agent shall also provide to the principal all documentation regarding the principal's property.

The attorney-in-fact or agent shall maintain all records until delivered to the principal, released by the principal, or discharged by a court.

If the attorney-in-fact or agent fails or refuses to inform the principal, provide documentation, or deliver the accounting within 60 days (or such longer or shorter time that the principal demands or a court may order), the principal may file suit to compel the attorney-in-fact or agent to deliver the accounting, to deliver the assets, or to terminate the power of attorney.

This section shall not limit the right of the principal to terminate the power of attorney or make additional requirements of, or to give additional instructions to the attorney-in-fact or agent.

Wherever in this chapter a principal is given an authority to act, that shall include not only the principal but also any person designated by the principal, a guardian of the estate of the principal, or other personal representative of the principal.

The rights set out in this section and chapter are cumulative of any other rights or remedies the principal may have at common law or other applicable statutes and not in derogation of those rights.

10/25/2010.

Conference Call w/ daughters of Nelva B.

Candace
Carol ✓
Amy ✓ New Braunfels.
Ruth
Anita

Robert - caregiver

Carol → has been feeling better.
concerns ✓ her dumb is so bothersome
Neurologist discussed
→ Pulmonary dtn - tumor grown slightly.
→ Get her into MD Anderson.
→ greatly improved physically
→ Carol goes out.

Neurologist being assessed.
Doing MD Anderson.

Amy - progression of memory seems worse.

concerns abt trades on

Candy -
if mom lets go of money
brother released of burden
have clear pathway.

-authorize

-Mom gets very confuse -

Amy - New Braunfels, TX
Cont
Cell: 1·830·822·2388.
Regular:

→ Carol: Cell: 713.560·6381.
Here in Houston, TX
Tina coming in to help

Carl is making progress.
Called her
He can draw now.
He hi- at Rehab Oct. 28th., 2010.

Candace,

Anita. 361-550-7132

1. Daughter on CA loan against her inheritance.

Candace was adopted.

Advance of Trust share @ $20,000.00 coming from Edward Jones

Prepare letter on law firm for distri amend trust

Ask about the opinion letter

5/11/2009

CJ spoke to Darlene @ Edward Jones re: Henry Trust acct

Optins 1: Change SS# to hers alone
optim 2:

Is there a deadline to do so?

all income during 2009 under SS#.
01.2009 - 12.31.2009

open new trust acct using her SS#
2 1099's to date of death
one - H's
two - distribution

she will let me know. call me with options.

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

October 28, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: BRUNSTING FAMILY LIVING TRUST
Property: NW Fractional Quarter of Section Two, Township Ninety-Six, Range Forty-Five, Sioux County, Iowa

Dear Mrs. Brunsting:

Enclosed please find the following documents:

✓ Original recorded real estate document for the above property to be placed with your original estate planning documents for safekeeping. Please store this letter along with the original document.

✓ Hole-punched copy of same to be placed under the "Title Transfer Documents" tab in your Estate Planning Portfolio binder.

If you have any questions in this matter, please feel free to contact our office.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

Summer Peoples

From: Summer Peoples
Sent: 10/14/2010 4:03 PM
To: 'Anita Brunsting'; 'Carole Brunsting'; 'occurtis@sbcglobal.net'; 'at.home3@yahoo.com'
Cc: Candace Freed
Subject: Brunsting Conference Call
Importance: High

Brunsting Family:

The conference call with attorney Candace Freed is scheduled for **Monday, October 18, 2010 at 6:00 p.m. CST** (Central Standard Time). At that time, please call the toll-free number: **1-800-511-7983** and enter the **access code** (**598-6417**) when prompted to do so.

I have already called Mrs. Nelva Brunsting to provide her with this same information for Monday's call. If any of you know that your sibling will not check her e-mail before Monday's conference call, please call her to pass this information along.

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

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Summer Peoples

From: Summer Peoples
Sent: 10/13/2010 10:10 AM
To: 'Carole Brunsting'
Cc: 'occurtis@sbcglobal.net'; 'at.home3@yahoo.com'; 'Anita Brunsting'; Candace Freed
Subject: RE: Brunsting Trust

Ms. Brunsting:

To answer your questions –
This teleconference meeting is to discuss changes to your mother's trust. If you are unable to attend, it simply means that you will have no say in what changes will be made. It will not be a problem if you cannot attend. However, Mrs. Freed wants to extend the invitation to all Mrs. Brunsting's children.

Amy (at home3@)
✓M 2pm

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

Candy (occurtis)
anytime
✓M 2pm

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n in error, please notify us
s without reading or saving them

Anita ✓M 4pm

From: Carole Brunsting [mailto:cbrunsti
Sent: 10/13/2010 9:06 AM
To: Summer Peoples
Subject: Re: Brunsting Trust

Summer,
What is this meeting in reference to? I may not be able to make the meeting and would like to know if that will be a problem.
Thanks
Carole Brunsting

--- On **Wed, 10/13/10, Summer Peoples <*Summer@vacek.com*>** wrote:

> From: Summer Peoples <Summer@vacek.com>
> Subject: Brunsting Trust
> To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>,

cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 8:42 AM

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
3. Monday, October 18th @ 4 p.m. CST
4. Thursday, October 21st 10 a.m. CST

I am reserving these times for you until I hear from you to confirm one of them. Please coordinate with each other as soon as possible and contact me today (or tomorrow, at the latest, since our office is closed on Fridays) so that we may set this on the calendar as a confirmed appointment.

I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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Summer Peoples

From: Anita Brunsting [akbrunsting@suddenlink.net]
Sent: 10/11/2010 10:11 PM
To: Summer Peoples
Subject: RE: Brunsting Trust

at.home3@yahoo.com - Amy's

cbrunsting@sbcglobal.net - Carole's

occurtis@sbcglobal.net - Candy's

Carl is in the hospital recovering from encephalitis and will not be able to participate.

Anita

From: Summer Peoples [mailto:Summer@vacek.com]
Sent: Monday, October 11, 2010 2:56 PM
To: akbrunsting@suddenlink.net
Cc: Candace Freed
Subject: Brunsting Trust

Ms. Anita Brunsting:

Attorney Candace Freed needs to coordinate a teleconference call with you, your mother, and your siblings to discuss changes to be made to the Brunsting Family Living Trust.

Please reply to this e-mail and provide me with all of your siblings e-mail addresses for Mrs. Freed to coordinate the teleconference call and explain the nature of the call.

We have moved! Our new office address is as shown below. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

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VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

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Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

August 26, 2010

U.S. Deeds
213 Brentshire Drive
Brandon, Florida 33511

Re: BRUNSTING FAMILY LIVING TRUST

Dear Sir or Madam:

Enclosed herewith is the fully executed Deed prepared by your office. Please record this and return the recorded original to our office for my attention.

Feel free to contact me if you have any questions.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
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(281) 531-5800
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Telefax (281) 531-5885
E-mail Address: consult@vacek.com

July 13, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: Estate of Elmer H. Brunsting

Dear Mrs. Brunsting:

Enclosed is the formal opinion letter from Mr. De Koster of Hull, Iowa. We have retained a copy of this letter in our file. Also, enclosed is his statement for legal services. We have added his fees to our statement, which is also enclosed. We will pay his office directly. You need only to reimburse us for his fees and pay our expenses associated with this matter. Our statement details the fees due to our firm. Your prompt payment is appreciated. I have enclosed an envelope for your convenience.

Finally, the Deed prepared by US Deeds for your Iowa property is in our office and ready for your signature before a notary public. Please call me to arrange a time convenient for you to drop by our office to sign this Deed. We will then send it to US Deeds for recording in Iowa.

I look forward to hearing from you soon.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

CRARY HUFF
Attorneys at Law
Iowa Nebraska South Dakota

CRARY, HUFF, INKSTER, SHEEHAN, RINGGENBERG, HARTNETT & STORM, P.C.

STEWART A. HUFF*°
SANDRA K. INKSTER EHRICH°
DENNIS R. RINGGENBERG*
DANIEL L. HARTNETT*°
LARRY A. STORM
MICHAEL P. SCHMIEDT*°
DARRELL A. JESSE°
CODY M. McCULLOUGH°
LAURA D. SCHMITT°
MARCI L. ISEMINGER±*

JONATHAN J. BLUM°
SABRINA LAFLEUR-SAYLER°
MATTHEW J. CONNEALY II*
JEREMY B. SAINT

Of Counsel
ROSEMARY SHEEHAN°

BRUCE A. CRARY 1927-2001
ROBERT J. CRARY 1917-2001

*Also Admitted in Nebraska
°Also Admitted in South Dakota
± Also Admitted in Colorado

SENDER:
JEREMY B. SAINT

SENDER'S EMAIL:
jsaint@craryhuff.com

May 25, 2010

Candace L. Kunz-Freed
Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079

Re: Brunsting Family Living Trust

Dear Candace:

Larry Storm asked that I assist him with the matter you recently discussed with him regarding the Brunsting Family Living Trust. Enclosed for you client's consideration is our Attorney Fee Agreement. If the Fee Agreement is acceptable, please have your client sign and return to our office. Thereafter, we will provide a full executed copy to your client.

I look forward to receiving the executed Fee Agreement and a copy of the Trust that you indicated that you were mailing. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Jeremy B. Saint
For the Firm

Enclosures

JBS/jbs

ATTORNEY FEE AGREEMENT
(Hourly Rate)

THIS AGREEMENT, made this _____ day of _____, 2010, is between Nelva E. Brunsting, Trustee under the Brunsting Family Living Trust dated October 10, 1996 (hereinafter referred to as "CLIENT") and **CRARY, HUFF, INKSTER, SHEEHAN, RINGGENBERG, HARTNETT & STORM, P.C.**, 614 Pierce St., Sioux City, IA 51101 (hereinafter referred to as "ATTORNEYS").

1. **PURPOSE OF EMPLOYMENT**. CLIENT employs ATTORNEYS to render an opinion regarding whether or not Decedent's Trust (Bypass Trust) qualifies as an exception to 9H such that it can own land that is suitable for farming.

2. **ATTORNEYS' FEES**. CLIENT agrees to pay for legal services provided by the ATTORNEYS or at the ATTORNEYS' direction at the rates per hour in effect at the time services are performed. The CLIENT agrees that the hourly rate of the ATTORNEYS is subject to periodic adjustment. Any rate increase will be communicated to CLIENT within a reasonable time. Legal services will initially be performed by Larry A. Storm whose current hourly rate is $210.00 per hour and Jeremy B. Saint whose current hourly rate is $125.00 per hour.

3. **COSTS AND EXPENSES**. CLIENT shall pay ATTORNEYS for all expenses, including but not limited to: long distance telephone calls, travel expenses, photocopies, securing records or documents, filing fees, court costs, and all other expenses incurred by ATTORNEYS on behalf of the CLIENT. The ATTORNEYS may advance the costs which remain the ultimate responsibility of the CLIENT.

4. **TIMEKEEPING**. All correspondence, meetings, and telephone conferences will be billed at a minimum charge of one quarter hour each.

5. **E-MAIL AND CELLULAR PHONE AUTHORIZATION**. ATTORNEYS are able to communicate with CLIENT via electronic mail over the internet ("e-mail") and many of our ATTORNEYS utilize cellular phones. With e-mail, current technology cannot eliminate the risk that

confidences and/or secrets otherwise protected by the attorney/client privilege may be viewed by unauthorized third parties and the privilege thereby lost. As to both means of communication, sensitive, confidential and proprietary materials of the client may be intercepted by unauthorized third parties.

It is the policy of ATTORNEYS that prior to communicating with the CLIENT or sending information proprietary to the CLIENT via e-mail or over a cellular phone that the CLIENT specifically authorizes such communication after having been advised:

(a) Of the risk of the loss of the attorney/client privilege and that sensitive, confidential or proprietary material may be inadvertently disclosed to unauthorized third parties;
(b) That ATTORNEYS do not currently utilize encryption technology or other equivalent security systems when sending information over the internet; and
(c) That the CLIENT has the right to specifically direct ATTORNEYS not to send the CLIENT sensitive, confidential or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless you specifically provide direction to the contrary, your signed acknowledgement of this Attorney Fee Agreement will indicate your review of this policy statement on the use of e-mail and cellular phones and will specifically authorize ATTORNEYS to utilize e-mail, to send information over the Internet to communicate with you and with third parties and to utilize cellular phones. By signing this Attorney Fee Agreement you agree to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. You retain the right to direct ATTORNEYS not to send specific items of information via the internet, by e-mail or over a cellular phone. This authorization shall remain in effect until revoked in writing.

IN WITNESS WHEREOF, I understand and agree to the foregoing terms and conditions and agree to be liable for all fees and expenses incurred.

[SIGNATURE PAGE FOLLOWS]

Dated: May _____, 2010.

CRARY, HUFF, INKSTER, SHEEHAN, RINGGENBERG, HARTNETT & STORM, P.C.

By: _____
Jeremy B. Saint, Attorney

_____
Nelva E. Brunsting, Trustee under the Brunsting Family Living Trust dated October 10, 1996

--Client

CRARY HUFF
Attorneys at Law
Iowa Nebraska South Dakota

Larry A. Storm | Our Attorneys

Larry has called Sioux City home since childhood. He attended St. Olaf College, graduating cum laude in 1971. He also graduated with honors from William Mitchell College of Law in 1976 and was admitted to practice law in the state of Iowa in 1977.

Larry has been a member of the firm since 1990, previously practicing with another firm in Sioux City. His professional memberships include the Siouxland Estate Planning Council, Iowa State (Section of Probate and Trust and Real Estate and Title Law), Minnesota State and Woodbury County Bar Associations.

Larry practices primarily in estate planning, wills, trusts, estate and probate law. He also has a general practice, including but not limited to real estate.

Sioux City, Iowa Office
Attorney, Shareholder and Treasurer of the Corporation

712.277.4561 (p)
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E-mail

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Called left a v.m.

CHAPTER 9H CORPORATE OR PARTNERSHIP FARMING

Life insurance company or association is a corporation for purposes of this chapter; § 511.8A This chapter not enacted as a part of this title; transferred from chapter 172C in Code 1993

9H.1 DEFINITIONS.
9H.2 THROUGH 9H.3
9H.3A PENALTIES -- INJUNCTIVE RELIEF.
9H.4 RESTRICTION ON INCREASE OF HOLDINGS -- EXCEPTIONS -- PENALTY.
9H.5B AND 9H.6
9H.7 AND 9H.8
9H.9 THROUGH 9H.11
9H.12 AND 9H.13
9H.14 AND 9H.15

9H.1 DEFINITIONS.

For the purposes of this chapter:

1. *"Actively engaged in farming"* means that a natural person who is a shareholder and an officer, director or employee of the corporation or who is a member or manager of the limited liability company either:

a. Inspects the production activities periodically and furnishes at least half of the value of the tools and pays at least half the direct cost of production; or

b. Regularly and frequently makes or takes an important part in making management decisions substantially contributing to or affecting the success of the farm operation; or

c. Performs physical work which significantly contributes to crop or livestock production.

2. *"Agricultural land"* means land suitable for use in farming.

3. *"Authorized farm corporation"* means a corporation other than a family farm corporation founded for the purpose of farming and the ownership of agricultural land in which:

a. The stockholders do not exceed twenty-five in number; and

b. The stockholders are all natural persons or persons acting in a fiduciary capacity for the benefit of natural persons or nonprofit corporations.

4. *"Authorized limited liability company"* means a limited liability company other than a family farm limited liability company founded for the purpose of farming and the ownership of agricultural land in which all of the following apply:

a. The members do not exceed twenty-five in number.

b. The members are all natural persons or persons acting in a fiduciary capacity for the benefit of natural persons or nonprofit corporations.

5. *"Authorized trust"* means a trust other than a family trust in which:

a. The beneficiaries do not exceed twenty-five in number; and

b. The beneficiaries are all natural persons, who are not acting as a trustee or in a similar capacity for a trust as defined in subsection 22 of this section, or persons acting in a fiduciary capacity, or nonprofit corporations; and

c. Its income is not exempt from taxation under the laws of either the United States or the state of Iowa.

6. *"Beneficial ownership"* includes interests held by a nonresident alien individual directly or indirectly holding or acquiring a ten percent or greater share in the partnership, limited partnership, corporation, limited liability company, or trust, or directly or indirectly through two or more such entities. In addition, the term beneficial ownership shall include interests held by all nonresident alien individuals if the nonresident alien individuals in the aggregate directly or indirectly hold or acquire twenty-five percent or more of the partnership, limited partnership, corporation, limited liability company, or trust.

7. *"Corporation"* means a domestic or foreign corporation subject to chapter 490, a nonprofit corporation, or a cooperative.

8. *"Family farm corporation"* means a corporation:

a. Founded for the purpose of farming and the ownership of agricultural land in which the majority of the voting stock is held by and the majority of the stockholders are persons related to each other as spouse, parent, grandparent, lineal ascendants of grandparents or their spouses and other lineal descendants of the grandparents or their spouses, or persons acting in a fiduciary capacity for persons so related;

b. All of its stockholders are natural persons or persons acting in a fiduciary capacity for the benefit of natural persons or family trusts as defined in subsection 11 of this section; and

c. Sixty percent of the gross revenues of the corporation over the last consecutive three-year period comes from farming.

9. *"Family farm limited liability company"* means a limited liability company which meets all of the following conditions:

a. The limited liability company is founded for the purpose of farming and the ownership of agricultural land in which the majority of the members are persons related to each other as spouse, parent, grandparent, lineal ascendants of grandparents or their spouses and other lineal descendants of the grandparents or their spouses, or persons acting in a fiduciary capacity for persons so related.

b. All of the members of the limited liability company are natural persons or persons acting in a fiduciary capacity for the benefit of natural persons or family trusts.

c. Sixty percent of the gross revenues of the limited liability company over the last consecutive three-year period comes from farming.

10. *"Family farm limited partnership"* means a limited partnership which meets all of the following conditions:

a. The limited partnership is formed for the purpose of farming and the ownership of agricultural land in which the general partner and a majority of the partnership interest is held by and the majority of limited partners are persons related to each other as spouse, parent, grandparent, lineal ascendants of grandparents or their spouses and other lineal descendants of the grandparents or their spouses, or persons acting in a fiduciary capacity for persons so related.

b. The general partner manages and supervises the day-to- day farming operations on the agricultural land.

c. All of the limited partners are natural persons or persons acting in a fiduciary capacity for the benefit of natural persons or family trusts.

d. Sixty percent of the gross revenues of the partnership over the last consecutive three-year period comes from farming.

11. *"Family trust"* means a trust:

a. In which a majority interest in the trust is held by and the majority of the beneficiaries are persons related to each other as spouse, parent, grandparent, lineal ascendants of grandparents or their spouses and other lineal descendants of the grandparents or their spouses, or persons acting in a fiduciary capacity for persons so related; and

b. In which all the beneficiaries are natural persons, who are not acting as a trustee or in a similar capacity for a trust, as defined in subsection 22 of this section, or persons acting in a fiduciary capacity, or nonprofit corporations; and

c. If the trust is established on or after July 1, 1988, the trust must be established for the purpose of farming and sixty percent of the gross revenues of the trust over the last consecutive three-year period must come from farming.

12. *"Farming"* means the cultivation of land for the production of agricultural crops, the raising of poultry, the production of eggs, the production of milk, the production of fruit or other horticultural crops, grazing or the production of livestock. Farming shall not include the production of timber, forest products, nursery products, or sod and farming shall not include a contract where a processor or distributor of farm products or supplies provides spraying, harvesting or other farm services.

13. *"Fiduciary capacity"* means an undertaking to act as executor, administrator, personal representative, guardian, conservator or receiver.

14. *"Grantor"* means a natural person, other than a nonresident alien as defined under this section, who is the creator of a revocable trust or a trust.

15. *"Indirect"* means to act or attempt to accomplish an act through an interest in a business association, through one or more affiliates or intermediaries, or by any method other than a direct approach, including by any circuitous or oblique method.

16. *"Limited liability company"* means a limited liability company as defined in section 489.102 or 490A.102.

17. *"Limited partnership"* means a limited partnership as defined in section 488.102, or a limited liability limited partnership under chapter 488, which owns or leases agricultural land or is engaged in farming.

18. *"Nonprofit corporation"* means:

a. Corporations organized under the provisions of chapter 504, Code 1989, or current chapter 504; or

b. Corporations which qualify under Title 26, section 501(c)(3) of the United States Code.

19. *"Nonresident alien"* means:

a. An individual who is not a citizen of the United States and who is not domiciled in the United States.

b. A corporation incorporated under the law of any foreign country.

c. A corporation organized in the United States, beneficial ownership of which is held, directly or indirectly, by nonresident alien individuals.

d. A trust organized in the United States or elsewhere if beneficial ownership is held, directly or indirectly, by nonresident alien individuals.

e. A partnership or limited partnership organized in the United States or elsewhere if beneficial ownership is held, directly or indirectly, by nonresident alien individuals.

f. A limited liability company organized in the United States or elsewhere, beneficial ownership of which is held, directly or indirectly, by nonresident alien individuals.

20. *"Revocable trust"* means a trust which provides that the grantor retains the power to amend, modify, or revoke the trust at any time prior to the death of the grantor, regardless of whether, subsequent to the execution of the revocable trust and at any time prior to death, the grantor is legally competent to exercise the power to amend, modify, or revoke the trust and regardless of when the trust is created.

21. *"Testamentary trust"* means a trust created by devising or bequeathing property in trust in a will as such terms are used in the Iowa probate code as provided in chapter 633A. Testamentary trust includes a revocable trust that has not been revoked prior to the grantor's death.

22. *"Trust"* means a fiduciary relationship with respect to property, subjecting the person by whom the property is held to equitable duties to deal with the property for the benefit of another person, which arises as a result of a manifestation of an intention to create it. Trust does not include a person acting in a fiduciary capacity, as defined in subsection 13, or a revocable trust. A trust includes a legal entity holding property as trustee, agent, escrow agent, attorney in fact, and in any similar capacity.

Section History: Early Form

[C77, 79, 81, § 172C.1; 82 Acts, ch 1103, § 1108]

Section History: Recent Form

84 Acts, ch 1219, § 6; 88 Acts, ch 1191, § 1, 2; 91 Acts, ch 172, § 2; 92 Acts, ch 1151, § 2--4
C93, § 9H.1
93 Acts, ch 39, §1--4; 94 Acts, ch 1153, §1--3; 99 Acts, ch 169, § 1; 2000 Acts, ch 1024, §1; 2000 Acts, ch 1048, §1, 3; 2002 Acts, ch 1095, §1--3, 10--12; 2003 Acts, ch 108, § 1, 2; 2003 Acts, ch 115, § 11, 16, 19; 2004 Acts, ch 1049, §191; 2004 Acts, ch 1175, §350, 351, 394, 400; 2005 Acts, ch 38, § 55; 2008 Acts, ch 1162, §123, 155
Referred to in § 9H.5, 10.1, 10B.1, 10D.1, 15E.202, 68A.406, 159A.4, 161A.42, 161C.6, 175.2, 175.35, 175.36, 202.1, 425A.2, 428A.1, 468.327, 468.506, 476C.1, 501.101, 511.8A, 558.43, 561.22, 579B.1, 654.2A, 654.14, 654.19, 654A.1, 654A.4, 654B.1, 717A.1

Footnotes

Former subsections 6, 8--13, 22, 27--29, 31, and 32 transferred to §202B.102 in Code Supplement 2003 pursuant to directive in 2003 Acts, ch 115, §16, 19
New subsection 26A, enacted in 2003 Acts, ch 115, §1, transferred to §202B.102 in Code Supplement 2003 pursuant to directive in 2003 Acts, ch 115, §16, 19
For future amendment to subsection 16 effective December 31, 2010, see 2008 Acts, ch 1162, § 154, 155

9H.2 THROUGH 9H.3 Transferred to § 202B.101, 202B.201, 202B.202, and 202B.401; 2003 Acts, ch 115, § 16, 19.

9H.3A PENALTIES -- INJUNCTIVE RELIEF.

The courts of this state may prevent and restrain violations of this chapter through the issuance of an injunction. The attorney

Section History: Recent Form

2003 Acts, ch 115, §12, 19

9H.4 RESTRICTION ON INCREASE OF HOLDINGS -- EXCEPTIONS -- PENALTY.

1. A corporation, limited liability company, or trust, other than a family farm corporation, authorized farm corporation, family farm limited liability company, authorized limited liability company, family trust, authorized trust, revocable trust, or testamentary trust shall not, either directly or indirectly, acquire or otherwise obtain or lease any agricultural land in this state. However, the restrictions provided in this section shall not apply to the following:

a. A bona fide encumbrance taken for purposes of security.

b. Agricultural land acquired for research or experimental purposes. Agricultural land is used for research or experimental purposes if any of the following apply:

(1) Research and experimental activities are undertaken on the agricultural land and commercial sales of products produced from farming the agricultural land do not occur or are incidental to the research or experimental purposes of the corporation or limited liability company. Commercial sales are incidental to the research or experimental purposes of the corporation or limited liability company when such sales are less than twenty-five percent of the gross sales of the primary product of the research.

(2) The agricultural land is used for the primary purpose of testing, developing, or producing seeds or plants for sale or resale to farmers as seed stock. Grain which is not sold as seed stock is an incidental sale and must be less than twenty-five percent of the gross sales of the primary product of the research and experimental activities.

(3) (a) The agricultural land is used by a corporation or limited liability company, including any trade or business which is under common control, as provided in 26 U.S.C. § 414 for the primary purpose of testing, developing, or producing animals for sale or resale to farmers as breeding stock. However, after July 1, 1989, to qualify under this subparagraph division, the following conditions must be satisfied:

(i) The corporation or limited liability company must not hold the agricultural land other than as a lessee. The term of the lease must be for not more than twelve years. The corporation or limited liability company shall not renew a lease. The corporation or limited liability company shall not enter into a lease under this subparagraph subdivision, if the corporation or limited liability company has ever entered into another lease under this subparagraph (3), whether or not the lease is in effect. However, this subparagraph does not apply to a domestic corporation organized under chapter 504, Code 1989, or current chapter 504.

(ii) A term or condition of sale, including resale, of breeding stock must not relate to the direct or indirect control by the corporation or limited liability company of the breeding stock or breeding stock progeny subsequent to the sale.

(iii) The number of acres of agricultural land held by the corporation or limited liability company must not exceed six hundred forty acres.

general or a county attorney shall institute suits on behalf of the state to prevent and restrain violations of this chapter.

(iv) The corporation or limited liability company must deliver a copy of the lease to the secretary of state. The secretary of state shall notify the lessee of receipt of the copy of the lease. However, this subparagraph division does not apply to a domestic corporation organized under chapter 504, Code 1989, or current chapter 504.

(b) Culls and test animals may be sold under this subparagraph (3). For a three-year period beginning on the date that the corporation or limited liability company acquires an interest in the agricultural land, the gross sales for any year shall not be greater than five hundred thousand dollars. After the three-year period ends, the gross sales for any year shall not be greater than twenty-five percent of the gross sales for that year of the breeding stock, or five hundred thousand dollars, whichever is less.

c. Agricultural land, including leasehold interests, acquired by a nonprofit corporation organized under the provisions of chapter 504, Code 1989, and current chapter 504 including land acquired and operated by or for a state university for research, experimental, demonstration, foundation seed increase or test purposes and land acquired and operated by or for nonprofit corporations organized specifically for research, experimental, demonstration, foundation seed increase or test purposes in support of or in conjunction with a state university.

d. Agricultural land acquired by a corporation or limited liability company for immediate or potential use in nonfarming purposes.

e. Agricultural land acquired by a corporation or limited liability company by process of law in the collection of debts, or pursuant to a contract for deed executed prior to August 15, 1975, or by any procedure for the enforcement of a lien or claim thereon, whether created by mortgage or otherwise.

f. A municipal corporation.

g. Agricultural land which is acquired by a trust company or bank in a fiduciary capacity or as trustee for a family trust, authorized trust or testamentary trust or for nonprofit corporations.

h. A corporation or its subsidiary organized under chapter 490 or a limited liability company organized under chapter 489 or 490A and to which section 312.8 is applicable.

i. Agricultural land held or leased by a corporation on July 1, 1975, as long as the corporation holding or leasing the land on this date continues to hold or lease such agricultural land.

j. Agricultural land held or leased by a trust on July 1, 1977, as long as the trust holding or leasing such land on this date continues to hold or lease such agricultural land.

k. Agricultural land acquired by a trust for immediate use in nonfarming purposes.

2. A corporation, limited liability company, or trust, other than a family farm corporation, authorized farm corporation, family farm limited liability company, authorized limited liability company, family trust, authorized trust, revocable trust, or testamentary trust, violating this section shall be assessed a civil penalty of not more than twenty-five thousand dollars and shall divest itself of any land held in violation of this section within one year after judgment. The courts of this state may prevent and restrain violations of this section through the issuance of an injunction. The attorney general or a county attorney shall institute suits on behalf of the state to prevent and restrain violations of this section.

Section History: Early Form

[C77, 79, 81, § 172C.4]

Section History: Recent Form

89 Acts, ch 311, §23; 91 Acts, ch 172, §4
C93, § 9H.4
93 Acts, ch 39, § 7--13; 94 Acts, ch 1153, §4, 5; 2003 Acts, ch 108, §3--5; 2004 Acts, ch 1049, §191; 2004 Acts, ch 1175, §394; 2008 Acts, ch 1032, §116; 2008 Acts, ch 1162, §124, 155; 2009 Acts, ch 41, §9
Referred to in § 9I.3, 10.3, 10.5, 10.7, 10.10, 10B.7, 15A.9, 15E.207, 501.103
Exception to restrictions for cooperative corporations organized under chapter 501; requirements; see § 501.103

Footnotes

For future amendment to subsection 1, paragraph h, effective December 31, 2010, see 2008 Acts, ch 1162, § 154, 155

9H.5 RESTRICTIONS ON AUTHORIZED FARM CORPORATIONS, AUTHORIZED LIMITED LIABILITY COMPANIES, AUTHORIZED TRUSTS, AND LIMITED PARTNERSHIPS -- PENALTY.

1. An authorized farm corporation, authorized limited liability company, or authorized trust shall not, on or after July 1, 1987, and a limited partnership other than a family farm limited partnership shall not, on or after July 1, 1988, either directly or indirectly, acquire or otherwise obtain or lease agricultural land, if the total agricultural land either directly or indirectly owned or leased by the authorized farm corporation, authorized limited liability company, limited partnership, or authorized trust would then exceed one thousand five hundred acres.

a. However, the restrictions provided in this subsection do not apply to agricultural land that is leased by an authorized farm corporation, authorized trust, or limited partnership to the immediate prior owner of the land for the purpose of farming, as defined in section 9H.1. Upon cessation of the lease to the immediate prior owner, the authorized farm corporation, authorized trust, or limited partnership shall, within three years following the date of the cessation, sell or otherwise dispose of the agricultural land leased to the immediate prior owner.

b. This subsection also does not apply to land that is held or acquired and maintained by an authorized farm corporation, authorized trust, or limited partnership to protect significant elements of the state's natural open space heritage, including but not limited to significant river, lake, wetland, prairie, forest areas, other biologically significant areas, land containing significant archaeological, historical, or cultural value, or fish or wildlife habitats, as defined in rules adopted by the department of natural resources.

2. *a.* A person shall not, after July 1, 1988, become a stockholder of an authorized farm corporation, a beneficiary of an authorized trust, a member of an authorized limited liability company, or a limited partner in a limited partnership which owns or leases agricultural land if the person is also any of the following:

(1) A stockholder of an authorized farm corporation.
(2) A beneficiary of an authorized trust.
(3) A limited partner in a limited partnership which owns or leases agricultural land.
(4) A member of an authorized limited liability company.
b. However, this subsection shall not apply to limited partners in a family farm limited partnership.
3. *a.* An authorized farm corporation, authorized trust, authorized limited liability company, or limited partnership violating this section shall be assessed a civil penalty of not more than twenty-five thousand dollars and shall divest itself of any land held in violation of this section within one year after judgment. A civil penalty of not more than one thousand dollars may be imposed on a person who becomes a stockholder of an authorized farm corporation, beneficiary of an authorized trust, member of an authorized limited liability company, or limited partner in a limited partnership in violation of this section. The person shall divest the interest held by the person in the corporation, trust, limited liability company, or limited partnership to comply with this section. The court may determine the method of divesting an interest held by a person found to be in violation of this chapter. A financial gain realized by a person who disposes of an interest held in violation of this chapter shall be forfeited to the state's general fund. All court costs and fees shall be paid by the person holding the interest in violation of this chapter.
b. The courts of this state may prevent and restrain violations of this section through the issuance of an injunction. The attorney general or a county attorney shall institute suits on behalf of the state to prevent and restrain violations of this section.
4. As used in this section, *"authorized trust"* does not include a revocable trust.

Section History: Recent Form

87 Acts, ch 146, § 1
CS87, § 172C.5
88 Acts, ch 1191, § 4; 91 Acts, ch 172, §5
C93, § 9H.5
93 Acts, ch 39, §14--16; 94 Acts, ch 1153, §6; 2008 Acts, ch 1032, § 201
Referred to in § 10.3, 10.5, 10.7, 10.10, 15A.9

9H.5A Repealed by 2003 Acts, ch 115, § 17, 19.

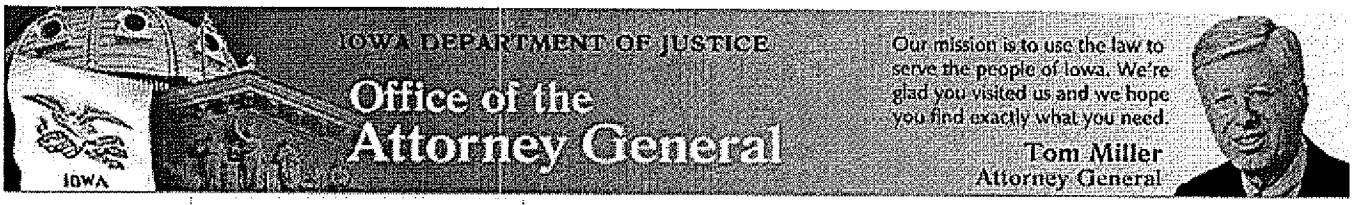
9H.5B AND 9H.6 Transferred to § 202B.301 and 10B.7 respectively; 2003 Acts, ch 115, § 16, 19.

9H.7 AND 9H.8 Reserved.

9H.9 THROUGH 9H.11 Transferred to § 202B.302, 202B.303, and 202B.402; 2003 Acts, ch 115, § 16, 19.

9H.12 AND 9H.13 Reserved.

9H.14 AND 9H.15 Transferred to § 202B.304 and 202B.305; 2003 Acts, ch 115, § 16, 19.



Farm Laws & Regulations

Contract Producers' Lien Law

Custom Cattle Feedlot Lien-Iowa Code, Chapter 579A
Commodity Production Contract Lien, Iowa Code, Chapter 579B
UCC Forms and Information

Other Liens of Interest

Landlord's Lien-Iowa Code, Chapter 570
Iowa Corn Growers Association Landlord's Liens Frequently Asked Questions
Thresher's or Cornshellers Lien-Iowa Code, Chapter 571
Mechanic's Lien-Iowa Code, Chapter 572
Lien For Services of Animals-Iowa Code, Chapter 580
Veterinarian's Lien-Iowa Code, Chapter 581

Confidentiality Clause Prohibition

Commodity Production Contracts-Iowa Code, Chapter 202

Fence Law

Fences-Iowa Code, Chapter 359A
Supreme Court Opinion

Corporate Farming Law

Corporate or Partnership Farming-Iowa Code, Chapter 9H

Iowa Grain Indemnity Fund

Grain Depositors and Sellers Indemnification-Iowa Code, Chapter 203D

Pesticide Law

Pesticides-Iowa Code, Chapter 206

Fertilizer Laws

Fertilizers and Soil Conditioners-Iowa Code, Chapter 200
Bulk Dry Animal Nutrient Products-Iowa Code, Chapter 200A
Agricultural Liming Material-Iowa Code, Chapter 201A

Cooperative Laws

Cooperative Associations-Iowa Code, Chapter 497
(Applicable only to associations originally chartered before July 4, 1935)

Cooperative Associations-Iowa Code, Chapter 499
(Applicable to associations formed from and after July 4, 1935)

Nonprofit Cooperative Associations-Iowa Code, Chapter 498
Collective Marketing-Iowa Code, Chapter 500

See Also:
Checking Out Production Contracts (1999)

Contact:
Iowa Attorney General's Farm Division
Lucas Building
321 E. 12th St.
Des Moines, Iowa 50319
Phone: 515/281-5351
Fax: 515/242-6072
Email: farm@ag.state.ia.us

[redacted]
U.S. DEEDS
[redacted]
Attorney-Prepared Property Transfers™

HOLLY WATHEN
877-353-3337 EXT. 31
holly@usdeeds.com

March 9, 2010

Summer Peoples
The Vacek Law Firm, PLLC
14800 St. Mary's Lane, Suite 230
Houston, TX 77079

Re: Real Estate Conveyance for Brunsting, Nelva

Dear Summer:

In accordance with your request, we have prepared the enclosed documents for the transfer of your client's real property interest. Please arrange to have your client execute each of the documents as indicated on the face of the document and in accordance with the attached signing instructions.

At your earliest convenience, please return all originals of the executed transfer documents to us for recording. If you should have any questions regarding this matter, please don't hesitate to contact me. Thank you for allowing us to be of service.

Sincerely,

Holly Wathen

Enclosures

SIGNING INSTRUCTIONS
[IOWA]

1. The deed must be signed in the presence of a notary public.

2. The notary public must sign, affix the notary seal and indicate the date his or her commission expires. If the notary seal does not reference the notary name, the name of the notary must be printed, typed or stamped below the notary signature.

3. If signature is on behalf of a **corporation**, the name and title of the corporate officer must be indicated on the deed.

4. If this transfer is to a trust, please note that Iowa Code Chapter 9H prohibits certain types of trusts from owning agricultural land in Iowa. This includes any land suitable for farming. However, this prohibition only applies to certain trusts. Iowa Code 9H.1(22) defines these trusts not to include a revocable trust, so long as it is a revocable trust under 9H.1(20). The definition of revocable trust for this purpose is as follows:

   > "Revocable trust" means a trust which provides that the grantor retains the power to amend, modify, or revoke the trust at any time prior to the death of the grantor. regardless of whether, subsequent to the execution of the revocable trust and at any time prior to death, the grantor is legally competent to exercise the power to amend, modify, or revoke the trust and regardless of when the trust is created.

   The result is that if a trust is a revocable trust as defined above, it may own Iowa agricultural land, if it is not, it is prohibited from owning Iowa agricultural land. Fines for violations are steep, as much as $25,000.00.

Summer Peoples

From: Summer Peoples
Sent: 02/10/2010 12:30 PM
To: 'orders@usdeeds.com'
Subject: Order Form attached
Attachments: US Deeds Form & Deed.pdf

Dear Sir or Madam:

Attached in PDF format is the order form and requested copy of the Quit Claim Deed that we need prepared. Please advise me of the cost of the Deed before preparing so that I may advise our client.

Feel free to contact me if you have any questions or need any additional information.

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

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ORDER FORM

U.S. DEEDS
Attorney-Prepared Property Transfers™

When complete, please EMAIL to orders@usdeeds.com, OR FAX to: 813-643-0759

Your Name: Summer Peoples
Firm Name: Vacek & Freed, PLLC
Address: 14800 St. Mary's Lane, Suite 230
Houston, Texas 77079

Phone #: 281-531-5800
Fax #: 281-531-5885
E-Mail: summer@vacek.com
Total # Deeds Requested: 1

Grantor's Name: Nelva E. Brunsting, Tee of the Brunsting Family
Living Tr dtd 10-10-96, as amended
Street Address: 13630 Pinerock
City/State/Zip: Houston, Texas 77079
County: Harris

Grantor marital status: ☐ Married ☐ Single ■ Widow or widower **Homestead property?** ☐ Yes

Additional Grantor Information:

Grantee's Name: NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING
DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96, as amended

Grantee relationship to Grantor: ☐ Spouse ☐ Parent ☐ Child ■ Other/None
Street Address: 13630 Pinerock
City/State/Zip: Houston, Texas 77079
County: Harris

■ Same as Grantor's Address Above

Grantees are: ☐ tenants in common ☐ joint tenants with right of survivorship
☐ community property estate (comm. prop. states)
☐ community property with right of survivorship (comm. prop. states)

Additional Grantee Information:

If the Grantor or Grantee is:	Please provide the following:
A Corporation	State of Formation
A General Partnership	State of Formation
A Limited Partnership	State of Formation and Name of General Partner
A Trust	Name of each trustee, name of trust and date of trust agreement Name & address of current beneficiary of trust if NOT trustees (AZ prop. only)
An Estate	Name of personal representative and name of decedent

Address of Property: Frl NW 1/4, Sec 2, Township 96, Range 45, W of 5th P.M.

Parcel ID Number (Folio Number): File 1996, Card 5407 **OR** ☐ Tax Bill Enclosed

Type of Deed Requested:
☐ Warranty Deed (full warranty of title *by GRANTOR* against any claimants)
☐ Special Warranty Deed (warranty of title *by GRANTOR* against those claiming through grantor only)
■ Quitclaim Deed (no warranties of title *by GRANTOR*)
☐ Assignment of Mortgage/ Assignment of Lease/ Assignment of Proprietary Lease

Consideration Paid to Grantor for Transfer: ☐ $_____ ■ None Paid

Balance of any outstanding mortgage: ☐ $_____ ■ No mortgage on property

PLEASE PROVIDE COPY OF PRIOR DEED
Email completed order to orders@usdeeds.com or fax to (813) 643-0759 or mail to 213 Brentshire Dr, Brandon, FL 33511
Phone: 813-643-7987 Website: www.usdeeds.com

RECORDED SIOUX COUNTY IOWA

'96 NOV 18 AM 9

5407
5407

FILE 1996 CARD 5407
Anita K. Van Bruggen
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 2550 Middle Road, Suite 101, Bettendorf, IA 52722, (319) 355-7070

QUIT CLAIM DEED
STATE OF IOWA,

Sioux County

STATE OF IOWA
Filed this 18th
November A.D. 19 96
aj
Recd 11-18-96 aj

THIS INDENTURE WITNESSETH, THAT THE GRANTORS,

ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,

of the County of Harris and the State of Texas for and in consideration of Ten ($10) Dollars and other good and valuable consideration in hand paid, QUIT CLAIMS unto

ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or their successors in trust, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 **and any amendments thereto,**

the following described real estate in the County of Sioux, State of Iowa, hereby relinquishing all rights of dower, homestead and distributive share in and to the real estate, to-wit:

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

subject to all easements and restrictions of record.

The consideration for this transfer is less than $500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Grantors warrant that the trust named as grantee herein is a revocable trust as defined in Iowa Code Chapter 9H.1(20).

96-46

IN WITNESS WHEREOF, the grantors have signed this on October 29, 1996.

Elmer Henry Brunsting

Elmer Henry Brunsting

Nelva E. Brunsting

Nelva E. Brunsting

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that **ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal on OCTOBER 29, 1996.

BEVERLY A. HAM
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-12-98

Beverly Ham

Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dennis D. Duffy
Attorney at Law
101 Northwest Bank Tower
2550 Middle Road
Bettendorf, Iowa 52722
(319) 355-7070

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage and protect said premises or any part thereto, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; to donate to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof; from time to time, and upon any terms and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that

(a) at the time of the delivery of this deed the trust stated in this Indenture as grantee was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,

(c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

January 20, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: Estate of Elmer H. Brunsting

Dear Mrs. Brunsting:

Enclosed is a list of the assets for you and your spouse's estate. Please look it over to make sure we have included all assets. You **do not** need to verify account numbers or amounts. If you have any questions about asset values, these will be discussed at your next meeting.

Your next appointment with attorney Candace L. Kunz-Freed is set for Wednesday, January 27, 2010 at 10:00 a.m. Please bring the signed "law firm copy" of the Asset List to your appointment.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

REALTOR®

Jans Real Estate Inc.

BEN JANS, PRESIDENT

EQUAL HOUSING OPPORTUNITY

HOMES • FARMS • BUSINESS OPPORTUNITIES

Phone (712) 722-4466 • Cell (712) 441-2068 • Fax (712) 722-4479
310 North Main Ave. • Sioux Center, Iowa 51250

July 8, 2009

Kroese & Kroese
540 North Main Ave.
Sioux Center, Iowa 51250

Dear Rich:

I, Ben Jans, have this day made an appraisal of the Frl. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 feet by 660 feet which is the acreage site.

This unimproved farmland is approximately 144.65 acres including the road and ditch. There is approximately 140.22 acres of cropland. This land is in excellent state of cultivation and has a Corn Suitability Rating of approximately 71.6 which is very good for this area.

In my opinion this estimated market value of this farmland is $8,950.00 per acre times 144.65 acres for a total of $1,294,617.50.

Thank you,

Jans Real Estate Inc.

Bennis J. Jans

Bennis J. Jans, Broker

Lee Relva -
Clientowns 100%

RECORDED SIOUX COUNTY IOWA

'96 NOV 18 AM 9

5407
5407

FILE 1996 CARD 5407
Anita K. Van Bruggen
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 2550 Middle Road, Suite 101, Bettendorf, IA 52722, (319) 355-7070

QUIT CLAIM DEED
STATE OF IOWA,

Sioux County

STATE OF IOWA
Filed 18th
November A.D. 19 96
aj
Recd 11-18-96 ad

THIS INDENTURE WITNESSETH, THAT THE GRANTORS,

ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,

of the County of Harris and the State of Texas for and in consideration of Ten ($10) Dollars and other good and valuable consideration in hand paid, QUIT CLAIMS unto

ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or their successors in trust, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 **and any amendments thereto,**

the following described real estate in the County of Sioux, State of Iowa, hereby relinquishing all rights of dower, homestead and distributive share in and to the real estate, to-wit:

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

subject to all easements and restrictions of record.

The consideration for this transfer is less than $500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Grantors warrant that the trust named as grantee herein is a revocable trust as defined in Iowa Code Chapter 9H.1(20).

21-1956

IN WITNESS WHEREOF, the grantors have signed this on October 29, 1996.

Elmer Henry Brunsting

Elmer Henry Brunsting

Nelva E. Brunsting

Nelva E. Brunsting

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that **ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal on OCTOBER 29, 1996.

BEVERLY A. HAM
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-12-98

Beverly Ham

Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dennis D. Duffy
Attorney at Law
101 Northwest Bank Tower
2550 Middle Road
Bettendorf, Iowa 52722
(319) 355-7070

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage and protect said premises or any part thereto, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; to donate to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof; from time to time, and upon any terms and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that

(a) at the time of the delivery of this deed the trust stated in this Indenture as grantee was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,

(c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

THE VACEK LAW FIRM, PLLC

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Telefax (281) 531-5885
E-mail Address: consult@vacek.com

May 26, 2009

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: The Estate of ELMER H. BRUNSTING

Dear Mrs. Brunsting:

I have enclosed two copies of the engagement letter for the above estate. Please sign both copies, and return the copy marked "law firm copy" to our office in the enclosed envelope.

Feel free to contact our office if you have any questions.

Sincerely,

Summer Kennan, CP
Certified Paralegal

/sk
Enclosures

Mailing Address:
Information & Assistance Division
P.O. BOX 922004
Houston, TX 77292-2004

HARRIS COUNTY APPRAISAL DISTRICT

NOTICE OF APPRAISED VALUE
FOR PROPERTY TAX PURPOSES

This is **NOT** a tax bill. Do **NOT** pay from this notice.

Tax Year: **2009** *iFile*™ Number: **22047891**

www.hcad.org/iFile

Please use this ACCOUNT NUMBER → **0985600000031** when inquiring about your property.

PROPERTY DESCRIPTION: 03/31/2009
LT 31 BLK 4
WILCHESTER WEST SEC 1

PROPERTY LOCATION:
13630 PINEROCK LN
HOUSTON, TX 77079

*******AUTO**SCH 5-DIGIT 77079
2009 0985600000031 03/31/2009 0000039009
BRUNSTING ELMER H & NELVA
% BRUNSTING FAM LIVING TR
13630 PINEROCK LN
HOUSTON TX 77079-5914

Dear Property Owner:

The Harris County Appraisal District (HCAD) is responsible for appraising all taxable property in Harris County as of January 1, 2009. In determining residential values, our appraisers looked carefully at market conditions around the first of the year in each of the several thousand "valuation neighborhoods" in Harris County. A valuation neighborhood is a geographical segment of the county in which properties and their associated amenities are similar.

While the local economy has performed better than that of the nation as a whole, we are aware that residential sales volumes have declined and homes are remaining on the market for a longer period of time. We also found that while the average selling price of homes in the Houston market rose slightly from January through December 2008, average selling prices declined in a number of neighborhoods in January 2009. These declines were particularly apparent in neighborhoods that have experienced a large number of foreclosure sales.

In some neighborhoods, however, residential properties have continued to increase in value. There are also situations where the market value of a home may have decreased from last year, but the appraised value still increased because the 2008 appraised value of the home was capped at less than the 2009 market value. The law requires us to raise the appraised value in those instances.

After taking all available data into account, we appraised your property for January 1, 2009, as shown below. Additional information is summarized on the back of this letter.

2009 Market Value: $253,272 2009 Appraised Value: $249,219

If you believe the market value is not correct, we encourage you to file a protest with the appraisal review board. **The quickest and least expensive way to do this is to file online at *www.hcad.org/iFile*. You will need the *iFile*™ number that appears in the upper right hand corner of this letter. Once you file, you will receive immediate confirmation via email. If you protest the value of your residence using *iFile*™, you may also be able to settle your protest online using HCAD's computerized *iSettle*™ system. While tax consultants generally charge a fee for their services, both *iFile*™ and *iSettle*™ are free services offered by the Harris County Appraisal District.**

The early deadline for you to file a 2009 value protest is April 30, 2009. If you miss this date, you can still file until the final deadline of June 1, 2009 or 30 days after the date your notice was mailed, whichever is later.

Sincerely,

Jim Robinson

Jim Robinson
Chief Appraiser
Harris County Appraisal District

Enclosures: see back for more information about your property

Information about your property is printed below. The first table below provides a breakdown of your appraisal as of January 1 of the applicable year. If this property is your homestead and is subject to a cap on its appraised value, you will see a notation at the bottom of the jurisdiction table. This table also gives an estimate of the taxes you will pay if the taxing units adopt the same tax rates as last year. This is only an estimate. The jurisdictions listed below will determine whether your taxes increase when they set tax rates for the year. The appraisal district only determines the value of your property. *The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.*

THIS YEAR'S MARKET VALUE FOR ACCOUNT NUMBER [redacted]		
Land Market Value	Buildings and Other Improvements	Total Market Value
114,919	138,353	253,272

APPRAISED VALUE	
Last Year's Appraised Value	This Year's Appraised Value
226,563	249,219

JURISDICTIONS AND EXEMPTION INFORMATION							
	Taxing Jurisdiction	Last Year's Value (after exemptions)	Exemptions Granted (see explanation of codes below)		This Year's Value after exemptions	Last Year's Tax Rate	Estimated Taxes
025	SPRING BRANCH ISD	134,850	RES OVR	96,244	152,975	1.382500	FROZEN
040	HARRIS COUNTY	21,250	RES OVR	209,844	39,375	0.389230	153.00
041	HARRIS CO FLOOD CNTRL	21,250	RES OVR	209,844	39,375	0.030860	12.00
042	PORT OF HOUSTON AUTHY	21,250	RES OVR	209,844	39,375	0.017730	6.00
043	HARRIS CO HOSP DIST	21,250	RES OVR	209,844	39,375	0.192160	75.00
044	HARRIS CO EDUC DEPT	21,250	RES OVR	209,844	39,375	0.005840	2.00
061	CITY OF HOUSTON	110,388	RES OVR	120,706	128,513	0.638750	820.00

The percentage difference between the 2004 appraised value of your property and the proposed 2009 appraised value is 20%.

If you receive the over-65 or disability homestead exemption, your school taxes for this year will not be higher than they were for the year in which you first received the exemption, unless you have made improvements to your home. If you improved your property by adding rooms or buildings, your school taxes may increase for new improvements. If you are the surviving spouse of a person who was 65 or older at death and you were 55 or older, at the time of death, you may retain the school tax ceiling.

If your property is totally located in Harris County, the Harris County Appraisal District is solely responsible for appraising it for 2009. However, if the county line runs through your property, HCAD will only appraise that portion of the property that is in Harris County. The appraisal district for the other county will appraise the portion located within that county.

In the event you decide to file a value protest, you are encouraged to do so online with *iFile*™. Or, you may mail a written protest to the appraisal review board using the enclosed form. If you file online, you may also be able to take advantage of our online *iSettle*™ settlement process. The address for filing online is www.hcad.org/iFile, and you will need the *iFile*™ number that appears in the upper right corner of the first page of this letter.

The appraisal review board will begin hearing 2009 protests on May 18, 2009, at 13013 Northwest Fwy, Houston, Texas, 77040. Other hearings are conducted year round.

We encourage you to call our office if you have concerns or come by for an individual meeting with an appraiser. Call (713) 957-7800 for more information. Initially our phones may be busy, but please be patient and continue to call. Once the Telephone Information Center answers, please continue to hold as all calls are taken in the order received.

Your property qualifies for the cap on appraised value increases provided by Sec. 23.23, Tax Code. The appraised value above was calculated in accordance with that law.

If you applied for and have been granted general, over-65, or disabled homestead exemptions, they should appear in the appropriate columns. If they do not, contact us immediately.

Exemption Codes: ABT = Abatement; DIS = Disability; HIS = Historical; LIH = Low Income Housing; OVR = Over-65; PAR = Partial Residential Homestead; PDS = Partial Disability; PEX = Partial Total; POL = Pollution Control; POV = Partial Over-65; PRO = Prorated; RES = Residential Homestead; SOL = Solar; SUR = Surviving Spouse Over-65; SSD = Surviving Spouse Disability; TOT = Total; VT = Disabled Veteran

Monday, August 24, 2009



Tax Year: 2009

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0985600000031

Print E-mail

Ownership History

Owner and Property Information

Owner Name & Mailing Address:	**BRUNSTING ELMER H & NELVA** **% BRUNSTING FAM LIVING TR** **13630 PINEROCK LN** **HOUSTON TX 77079-5914**	Legal Description:	**LT 31 BLK 4** **WILCHESTER WEST SEC 1**
		Property Address:	**13630 PINEROCK LN** **HOUSTON TX 77079**

State Class Code	Land Use Code
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved

Land Area	Total Living Area	Neighborhood	Map Facet	Key Map®
8,625 SF	2,761 SF	7750	4858D	489F

Value Status Information

Capped Account	Value Status	Notice Date	Shared CAD
Yes	Noticed	3/31/2009	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	ARB Status	2008 Rate	2009 Rate	Online Tax Bill
Residential Homestead Over-65	025	SPRING BRANCH ISD *	Not Certified	1.382500		View
	040	HARRIS COUNTY	Not Certified	0.389230		View
	041	HARRIS CO FLOOD CNTRL	Not Certified	0.030860		
	042	PORT OF HOUSTON AUTHY	Not Certified	0.017730		
	043	HARRIS CO HOSP DIST	Not Certified	0.192160		
	044	HARRIS CO EDUC DEPT	Not Certified	0.005840		
	061	CITY OF HOUSTON	Not Certified	0.638750		

* Because the owner qualifies for an over-65 exemption, school taxes may be frozen for this account.

Valuations

	2008 Value			2009 Value	
	Market	Appraised		Market	Appraised
Land	114,919		Land	114,919	
Improvement	138,353		Improvement	138,353	
Total	253,272	226,563	Total	253,272	249,219

5-Year Value History

Land

Market Value Land

Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Imprvd Table	SF1	SF	8,400	1.00	1.00	0.50	Topography	0.50	27.00	13.50	113,400

												Val	
2	1001 -- Res Imprvd Table	SF3	SF	225	1.00	0.50	0.50	Topography	0.25	27.00	6.75	Val	1,519

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1966	Residential Single Family	101 -- Residential 1 Family	Good	2,761 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Texas law prevents us from displaying residential sketches on our website.
You can see the sketch or get a copy at HCAD's information center at 13013 NW Freeway.

Building Data

Element	Details
Cond / Desir / Util	Average
Foundation Type	Slab
Grade Adjustment	B
Heating / AC	Central Heat/AC
Physical Condition	Fair
Exterior Wall	Brick / Veneer

Element	Units
Room: Total	10
Room: Rec	1
Room: Half Bath	1
Room: Full Bath	2
Room: Bedroom	5
Fireplace: Wood	1

Building Areas

Description	Area
BASE AREA PRI	1,972
OPEN FRAME PORCH PRI	60
OPEN FRAME PORCH PRI	120
ATTIC FINISHED	789

Extra Features

Description	Units
Cracked Slab	1
Frame Detached Garage	1

Candace Freed

From: Anita Brunsting [akbrunsting@suddenlink.net]
Sent: Sunday, January 16, 2011 11:35 PM
To: Candace Freed
Subject: stock info
Attachments: exxon 001.jpg; chevron 001.jpg

Candace,

Attached are the stock statements at the time of dad's death. I'm assuming that the dividend distributions in March on the statements are the values that will be used? Also, could you please call me: I've spoken to mom about how she would like to handle the family situation I talked to you about, but as usual we have some questions.

Thanks, Anita

V&F 000526

BNY MELLON
SHAREOWNER SERVICES
P.O. Box 358035
Pittsburgh, PA 15252-8035

Shareholder Of:

CHEVRON CORPORATION	
INVESTOR SERVICES PROGRAM	
STATEMENT PRINT DATE:	09/14/2009
CUSIP:	001-750-16676410
SYMBOL:	CVX
ACCOUNT KEY:	BRUNSFAMLIT---0100
INVESTOR ID:	806578316055

0069406 01 AT 0.357 **AUTO 25 1 3908 77079-591430 C01 B1MAI -1

ELMER H BRUNSTING & NELVA E
BRUNSTING
TR UA OCT 10 96 BRUNSTING FAMILY
LIVING TRUST
13630 PINEROCK
HOUSTON TX 77079-5914

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Year-To-Date Account Summary

Save this Statement for Tax Purposes

AS OF: 09/11/2009		CASH		DIVIDENDS			NET AMOUNT
TOTAL MARKET VALUE ($)	CLOSING PRICE ($)	INVESTMENTS ($)		TOTAL ($)	TAX WITHHELD ($)	AMOUNT TO INVEST ($)	INVESTED ($)
129,941.75	70.7500			3,568.56		3,568.56	3,568.56

TRADING FEES PAID BY ($)		SERVICE FEES PAID BY ($)		SALE OF PLAN SHARES ($)		CERTIFICATED	SHARES HELD	SHARES HELD BY	TOTAL
COMPANY	SHAREHOLDER	COMPANY	SHAREHOLDER	GROSS PROCEEDS	TAX WITHHELD	SHARES HELD BY YOU	BY PLAN	OTHER PLAN(S)	SHARES
			9.00			612	1,224.6325		1,836.6325

Current Activity Information

RECORD DATE / PAYABLE DATE	TRANSACTION DESCRIPTION	DIVIDEND RATE	SHARES ACQUIRED OR WITHDRAWN		CASH INVESTMENT ($)	TOTAL GROSS ($)
08/10/2009 / 09/10/2009	COMMON DIVIDEND	0.6800000	17.2982			1,237.15

					PARTICIPATING RECORD DATE DISTRIBUTION			
TAX WITHHELD ($)	TRADING FEES PAID BY ($)		SERVICE FEES PAID BY ($)	TOTAL NET ($)	CERTIFICATED SHARES HELD BY YOU	SHARES HELD BY PLAN	SHARES HELD BY OTHER PLAN(S)	TOTAL SHARES
	COMPANY	SHAREHOLDER	COMPANY	SHAREHOLDER				
				3.00	1,237.15	612	1,207.3343		1,819.3343

Year-To-Date Transaction Detail

DATE	TRANSACTION DESCRIPTION	CASH INVESTMENT ($)	NET DISTRIBUTION ($)	TRADING FEES ($)	SERVICE FEES ($)	AMOUNT INVESTED ($)	PRICE PER SHARE ($)	SHARES ACQUIRED OR WITHDRAWN	SHARES HELD BY PLAN
	BALANCE FORWARD								1,171.8694
03/10/09	COMMON DIVIDEND		1,159.52		3.00	1,156.52	60.7415000	19.0400	1,190.9094
06/10/09	COMMON DIVIDEND		1,171.89		3.00	1,168.89	71.1656230	16.4249	1,207.3343
09/10/09	COMMON DIVIDEND		1,237.15		3.00	1,234.15	71.3455000	17.2982	1,224.6325

dad: 04|01|2009 Wed, div. pd on
67.2650/sh
× 1,190.9094 # of shares on 3|10|09 held via Plan
$80,106.520791
0 + accrued but unpd div.
$80,106.520791 1171.89 ÷
× 70 dys
no accrued but unpd b.c died b|4 record date of div.

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Dow ↑ 0.03% Nasdaq ↓ 0.73%

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GET QUOTES Finance Search Thu, Jan 20, 2011, 2:27pm EST - US Markets close in 1 hr and 32 mins

Chevron Corp. (CVX)

At 2:12PM EST: **92.85** ↓ 0.12 (0.13%)

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Historical Prices

Get Historical Prices for: GO

Set Date Range

Start Date: Apr 1 2009 Eg. Jan 1, 2010

End Date: Apr 1 2009

(•) Daily ( ) Weekly ( ) Monthly ( ) Dividends Only

Get Prices

First | Previous | Next | Last

Prices

Date	Open	High	Low	Close	Volume	Adj Close*
Apr 1, 2009	66.00	68.70	65.83	68.30	14,299,000	64.00

* Close price adjusted for dividends and splits.

First | Previous | Next | Last

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Currency in USD.

68.70
+ 65.83
134.53/2 = 67.2650

SPECIAL FEATURES

Penny Stock Millionaire?



23-year-old college student John Bell isn't like most of his classmates.

In 2009 he turned a $10,000 student loan into $1,000,000 by betting on *risky* penny stocks.

John has now decided to teach his "penny stock secrets" for free at his new website.

John claims he can teach anyone how to make $10,000 a month.

He even taught his own mother how to...

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Fundamental company data provided by Capital IQ. Historical chart data and daily updates provided by Commodity Systems, Inc. (CSI). International historical chart data, daily updates, fund summary, fund performance, dividend data and Morningstar Index data provided by Morningstar, Inc.

BNY MELLON
SHAREOWNER SERVICES
P.O. Box 358035
Pittsburgh, PA 15252-8035

Shareholder Of:

CHEVRON CORPORATION	
INVESTOR SERVICES PROGRAM	
STATEMENT PRINT DATE:	09/14/2010
CUSIP:	001-750-16676410
SYMBOL:	CVX
ACCOUNT KEY:	BRUNSFAMLIT---0I00
INVESTOR ID:	806578316055

0034611 01 AT 0.357 **AUTO T2 0 3908 77079-5914 30 C01 B1MAI -1

ELMER H BRUNSTING & NELVA E
BRUNSTING
TR UA OCT 10 96 BRUNSTING FAMILY
LIVING TRUST
13630 PINEROCK
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Year-To-Date Account Summary

Save this Statement for Tax Purposes

AS OF: 09/13/2010		CASH		DIVIDENDS			NET AMOUNT
TOTAL MARKET VALUE ($)	CLOSING PRICE ($)	INVESTMENTS ($)		TOTAL ($)	TAX WITHHELD ($)	AMOUNT TO INVEST ($)	INVESTED ($)
101,566.50	79.2500			3,079.67		3,079.67	3,079.67

TRADING FEES PAID BY ($)		SERVICE FEES PAID BY ($)		SALE OF PLAN SHARES ($)					
COMPANY	SHAREHOLDER	COMPANY	SHAREHOLDER	GROSS PROCEEDS	TAX WITHHELD	CERTIFICATED SHARES HELD BY YOU	SHARES HELD BY PLAN	SHARES HELD BY OTHER PLAN(S)	TOTAL SHARES
			9.00				1,281.5962		1,281.5962

Current Activity Information

RECORD DATE / PAYABLE DATE	TRANSACTION DESCRIPTION	DIVIDEND RATE	SHARES ACQUIRED OR WITHDRAWN		CASH INVESTMENT ($)	TOTAL GROSS ($)
08/19/2010 / 09/10/2010	COMMON DIVIDEND	0.7200000	11.6211			914.38

					PARTICIPATING RECORD DATE DISTRIBUTION			
TAX WITHHELD ($)	TRADING FEES PAID BY ($)		SERVICE FEES PAID BY ($)		CERTIFICATED SHARES HELD BY YOU	SHARES HELD BY PLAN	SHARES HELD BY OTHER PLAN(S)	TOTAL SHARES
	COMPANY	SHAREHOLDER	COMPANY	SHAREHOLDER				
				3.00		1,269.9751		1,269.9751

Year-To-Date Transaction Detail

DATE	TRANSACTION DESCRIPTION	CASH INVESTMENT ($)	NET DISTRIBUTION ($)	TRADING FEES ($)	SERVICE FEES ($)	AMOUNT INVESTED ($)	PRICE PER SHARE ($)	SHARES ACQUIRED OR WITHDRAWN	SHARES HELD BY PLAN
	BALANCE FORWARD								1,240.6574
03/10/10	COMMON DIVIDEND		1,259.81		3.00	1,256.81	74.1342881	16.9532	1,257.6106
06/10/10	COMMON DIVIDEND		905.48		3.00	902.48	72.9899000	12.3645	1,269.9751
09/10/10	COMMON DIVIDEND		914.38		3.00	911.38	78.4245000	11.6211	1,281.5962

CHEVRON CORPORATION
CUSIP: 001-750-16676410
ACCOUNT KEY: BRUNSFAMLIT---0I00
ELMER H BRUNSTING & NELVA E
BRUNSTING
TR UA OCT 10 96 BRUNSTING FAMILY
LIVING TRUST
13630 PINEROCK
HOUSTON TX 77079-5914

All owner(s) must sign and date above

( )
Contact Number

Partial Withdrawal (Continue Plan Participation)

Sell this number of shares:

Full Withdrawal (Terminate Plan Participation)

☐ Sell all plan shares.

Additional Cash Investments

Write the amount enclosed:

Make check payable to:
BNY MELLON/CHEVRON

YOU MAY INCREASE YOUR SHARES WITH OPTIONAL CASH INVESTMENTS OF $50 UP TO $100,000 ANNUALLY.

Deposit of Certificates

Deposit the enclosed number of shares:

7575 806578316055 0017501667641 0BRUNSFAMLIT---0I00IR00169

Chevron

Human Energy™

Dividend Information - Chevron Corporation

	Chevron Corporation*				
	Declared	**Record**	**Payable**	**Amount**	**Type**
2010					
4Q	10/27/10	11/18/10	12/10/10	$0.72	Cash
3Q	7/28/10	8/19/10	9/10/10	$0.72	Cash
2Q	04/28/10	05/19/10	06/10/10	$0.72	Cash
1Q	1/27/10	2/17/10	3/10/10	$0.68	Cash
2009					
4Q	10/28/09	11/18/09	12/10/09	$0.68	Cash
3Q	7/29/09	8/19/09	9/10/09	$0.68	Cash
2Q	4/29/09	5/19/09	6/10/09	$0.65	Cash
1Q	1/28/09	2/17/09	3/10/09	$0.65	Cash
2008					
4Q	10/29/08	11/18/08	12/10/08	$0.65	Cash
3Q	7/30/08	8/19/08	9/10/08	$0.65	Cash
2Q	4/30/08	5/19/08	6/10/08	$0.65	Cash
1Q	1/30/08	2/15/08	3/10/08	$0.58	Cash
2007					
4Q	10/31/07	11/16/07	12/10/07	$0.58	Cash
3Q	7/25/07	8/17/07	9/10/07	$0.58	Cash
2Q	4/25/07	5/18/07	6/11/07	$0.58	Cash
1Q	1/31/07	2/16/07	3/12/07	$0.52	Cash
2006					
4Q	10/25/06	11/17/06	12/11/06	$0.52	Cash
3Q	7/26/06	8/18/06	9/11/06	$0.52	Cash
2Q	4/26/06	5/19/06	6/12/06	$0.52	Cash
1Q	1/25/06	2/16/06	3/10/06	$0.45	Cash
2005					
4Q	10/26/05	11/18/05	12/12/05	$0.45	Cash
3Q	7/27/05	8/19/05	9/12/05	$0.45	Cash
2Q	4/27/05	5/19/05	6/10/05	$0.45	Cash
1Q	1/26/05	2/16/05	3/10/05	$0.40	Cash
	* Effective August 10, 2005, Chevron Corporation and Unocal Corporation Merged.				

V&F 000530

2004

4Q	10/27/04	11/18/04	12/10/04	$0.40**	Cash
3Q	7/28/04	8/19/04	9/10/04	$0.80	Cash
2Q	4/28/04	5/19/04	6/10/04	$0.73	Cash
1Q	1/28/04	2/18/04	3/10/04	$0.73	Cash

** 2-for-1 stock split post Sept. 10, 2004 dividend declaration.

2003

4Q	10/29/03	11/18/03	12/10/03	$0.73	Cash
3Q	7/30/03	8/19/03	9/10/03	$0.73	Cash
2Q	4/30/03	5/19/03	6/10/03	$0.70	Cash
1Q	1/29/03	2/14/03	3/10/03	$0.70	Cash

2002

4Q	10/30/02	11/18/02	12/10/02	$0.70	Cash
3Q	7/31/02	8/19/02	9/10/02	$0.70	Cash
2Q	4/24/02	5/17/02	6/10/02	$0.70	Cash
1Q	1/30/02	2/15/02	3/11/02	$0.70	Cash

2001

4Q	11/31/01	11/16/01	12/10/01	$0.70	Cash

*Effective October 9, 2001, Chevron Corporation and Texaco Inc. Merged.

	Amount	Type

2001

3Q	$0.65	Cash
2Q	$0.65	Cash
1Q	$0.65	Cash

2000

4Q	$0.65	Cash
3Q	$0.65	Cash
2Q	$0.65	Cash
1Q	$0.65	Cash

1999

4Q	$0.65	Cash
3Q	$0.61	Cash
2Q	$0.61	Cash
1Q	$0.61	Cash

1998

4Q	$0.61	Cash
3Q	$0.61	Cash
2Q	$0.61	Cash
1Q	$0.61	Cash

1997

V&F 000534

4Q	$0.58	Cash
3Q	$0.58	Cash
2Q	$0.58	Cash
1Q	$0.54	Cash

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ExxonMobil

Computershare

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www.computershare.com/exxonmobil

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******AUTO**SCH 5-DIGIT 77079 000017/0004495 004495

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number

C0000592102

SSN/TIN Certified: Yes

Symbol: XOM

001CS0000 RPS.DL PG1.XOM.055948 2825940044950044950511

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes, and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: C0000592102

▶ ACCOUNT SUMMARY

As of close of stock market on 10 Mar 2009

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	3,816.464015	3,816.464015	67.390000	257,191.51

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
10 Feb 2009	10 Mar 2009	0.400000	Common	3,792.885209	1,517.15		1,517.15

Transaction History

From: 01 Jan 2009 To: 10 Mar 2009

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
01 Jan 2009	Balance Forward							3,792.885209
10 Mar 2009	Dividend Reinvestment	1,517.15	Comp Paid Fees	0.59	1,517.15	64.343802	23.578806	3,816.464015

dod: 4/1/2009 Wed.

69.48 H
66.50 L
135.98/2 = 67.99/sh.

× 3,816.464015/sh

$259,481.388380 sh + accrued but unpd div

died before record date.

00TPPA

ExxonMobil

Computershare

Computershare Trust Company, N.A.
PO Box 43078
Providence, RI 02940-3078
Within the US, Canada & Puerto Rico 800 252 1800
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LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number

C0000592102

SSN/TIN Certified: Yes

Symbol: XOM

001CS0006_RPS.DL_PG1_XOM.055048_2R259/006495/00449541

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

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DSPP - Common Stock	0.000000	0.000000	3,816.464015	3,816.464015	67.390000	257,191.51

Dividend Reinvestment Activity

As of record date

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10 Feb 2009	10 Mar 2009	0.400000	Common	3,792.885209	1,517.15		1,517.15

Transaction History

From: 01 Jan 2009 To: 10 Mar 2009

This section pertains only to book-entry shares/units.

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Plan Transactions DSPP - Common Stock								
01 Jan 2009	Balance Forward							3,792.885209
10 Mar 2009	Dividend Reinvestment	1,517.15	Comp Paid Fees	0.59	1,517.15	64.343802	23.578806	3,816.464015

00TPPA

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GET QUOTES Finance Search Thu, Jan 20, 2011, 2:55pm EST - US Markets close in 1 hr and 4 mins

Exxon Mobil Corp. (XOM)

At 2:40PM EST: **77.87** ↓ 0.37 (0.47%)







Historical Prices

Get Historical Prices for: GO

Set Date Range

Start Date: Apr 1 2009 Eg. Jan 1, 2010

End Date: Apr 1 2009

- (•) Daily
- ( ) Weekly
- ( ) Monthly
- ( ) Dividends Only

Get Prices

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Prices

Date	Open	High	Low	Close	Volume	Adj Close*
Apr 1, 2009	67.04	69.48	66.50	69.23	39,375,500	66.22

* Close price adjusted for dividends and splits.

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Currency in USD.

67.99 \ sh

SPECIAL FEATURES

Penny Stock Millionaire?



23-year-old college student John Bell isn't like most of his classmates.

In 2009 he turned a $10,000 student loan into $1,000,000 by betting on *risky* penny stocks.

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Fundamental company data provided by Capital IQ. Historical chart data and daily updates provided by Commodity Systems, Inc. (CSI). International historical chart data, daily updates, fund summary, fund performance, dividend data and Morningstar Index data provided by Morningstar, Inc.

Year	*Cash Dividends*	*Stock Dividends, Warrants, Distributions*
1953	4.50	
1954	4.55	
1955	5.25	*plus* Ajax Pipe Line disbursement @ .0174¢ for each share Exxon
1956	2.10	per split share
Stock split three for one 2-10-56 and changed to $7 p.v.		
1957	2.25	*plus* Warrants
1958	2.25	
1959	2.25	
1960	2.25	
1961	2.30	
1962	2.50	
1963	2.75	
1964	3.00	
1965	3.15	
1966	3.30	
1967	3.45	
1968	3.65	
1969	3.75	
1970	3.75	*plus* Warrants
1971	3.80	
1972	3.80	
1973	4.25	
1974	5.00	
1975	5.00	
1976	2.725	per split share
Stock split two for one 7-14-76 and changed to no p.v.		
1977	3.00	
1978	3.30	
1979	3.90	
1980	5.40	
1981	3.00	per split share
Stock split two for one 5-15-81.		
1982	3.00	
1983	3.10	
1984	3.35	
1985	3.45	
1986	3.60	
1987	1.90	per split share
Stock split two for one 8-13-87.		
1988	2.15	
1989	2.30	
1990	2.47	
1991	2.68	
1992	2.83	
1993	2.88	
1994	2.91	
1995	3.00	
1996	3.12	
1997	1.625	per split share
Stock split two for one 3-14-97.		
1998	1.64	
1999	1.67	
2000	1.76	
2001	.91	per split share
Stock split two for one 6-20-01.		
2002	.92	
2003	.98	
2004	1.06	
2005	1.14	
2006	1.28	
2007	1.37	
2008	1.55	
2009	**1.66**	

DIVIDENDS PAID BY QUARTER IN 2009

Payment Date	Amount per Share
March 10	$.40
June 10	.42
September 10	.42
December 10	.42

XOM

XOM: EXXON MOBIL CORP Dividends & Splits - Windows Internet Explorer

http://www.dailyfinance.com/quotes/exxon-mobil-corporation/xom/nys/dividends-splits

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- Cash Flow
- Income Statement
- Key Ratios

5 Year Dividend History

Payable	Amount/Share	Ex-Date	Record	Declaration
12/10/2010	$0.44	11/09/2010	11/12/2010	10/27/2010
09/10/2010	$0.44	08/11/2010	08/13/2010	07/29/2010
06/10/2010	$0.44	05/11/2010	05/13/2010	04/29/2010
03/10/2010	$0.42	02/08/2010	02/10/2010	01/28/2010
12/10/2009	$0.42	11/09/2009	11/12/2009	10/29/2009
09/10/2009	$0.42	08/11/2009	08/13/2009	07/30/2009
06/10/2009	$0.42	05/11/2009	05/13/2009	04/30/2009
03/10/2009	$0.40	02/06/2009	02/10/2009	01/29/2009
12/10/2008	$0.40	11/07/2008	11/12/2008	10/30/2008
09/10/2008	$0.40	08/11/2008	08/13/2008	07/31/2008
06/10/2008	$0.40	05/09/2008	05/13/2008	05/01/2008
03/10/2008	$0.35	02/07/2008	02/11/2008	01/31/2008
12/10/2007	$0.35	11/07/2007	11/09/2007	11/01/2007
09/10/2007	$0.35	08/09/2007	08/13/2007	07/26/2007
06/11/2007	$0.35	05/10/2007	05/14/2007	04/26/2007
03/09/2007	$0.32	02/07/2007	02/09/2007	02/01/2007
12/11/2006	$0.32	11/09/2006	11/13/2006	10/26/2006
09/11/2006	$0.32	08/10/2006	08/14/2006	07/27/2006
06/09/2006	$0.32	05/10/2006	05/12/2006	04/27/2006
03/10/2006	$0.32	02/08/2006	02/10/2006	01/26/2006

dod 4/1/09

* This event time is tentative

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dividend rec
03/10/2009, $0.4
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V&F 000537

ExxonMobil

Computershare

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Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

Exxon Mobil Corporation is incorporated under the laws of the State of NJ.

******AUTO**SCH 5-DIGIT 77079 000011/0002885 002885

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number

C0000592102

SSN/TIN Certified Yes

Symbol XOM

001CS0006_RPS.DL_PG1.XOM.081048_35351/002885/002885/1

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

It is important to retain this statement for tax reporting purposes, and for use as a reference when you access your account online at our website or when contacting Computershare.

Holder Account Number: C0000592102

▶ ACCOUNT SUMMARY

As of close of stock market on 10 Sep 2010

Stock Class Description	Certificated Shares/ Units Held by You	Direct Registration Book Shares/Units	Investment Plan Book Shares/Units	Total Shares/Units	Closing Price Per Share/Unit ($)	Market Value ($)
DSPP - Common Stock	0.000000	0.000000	3,965.163788	3,965.163788	61.200000	242,668.02

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
13 Aug 2010	10 Sep 2010	0.440000	Common	3,936.751195	1,732.17		1,732.17

Transaction History

From: 01 Jan 2010 To: 10 Sep 2010

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
Plan Transactions DSPP - Common Stock								
	Balance Forward							3,883.713924
10 Mar 2010	Dividend Reinvestment	1,631.16	Comp Paid Fees	0.62	1,631.16	66.120441	24.669527	3,908.383451
10 Jun 2010	Dividend Reinvestment	1,719.69	Comp Paid Fees	0.71	1,719.69	60.621317	28.367744	3,936.751195
10 Sep 2010	Dividend Reinvestment	1,732.17	Comp Paid Fees	0.71	1,732.17	60.964868	28.412593	3,965.163788

007PPA

ExxonMobil

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PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
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ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number

C0000592102

SSN/TIN Certified Yes

Symbol XOM

001CS0006_RPS.DL_PG1.XOM.081048_35351/002885/002885/1

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

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Holder Account Number: C0000592102

▶ ACCOUNT SUMMARY

As of close of stock market on 10 Sep 2010

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10 Jun 2010	Dividend Reinvestment	1,719.69	Comp Paid Fees	0.71	1,719.69	60.621317	28.367744	3,936.751195
10 Sep 2010	Dividend Reinvestment	1,732.17	Comp Paid Fees	0.71	1,732.17	60.964868	28.412593	3,965.163788

00TPPA

BNY MELLON
SHAREOWNER SERVICES
P.O. Box 358035
Pittsburgh, PA 15252-8035

Shareholder Of:

CHEVRON CORPORATION	
INVESTOR SERVICES PROGRAM	
STATEMENT PRINT DATE:	09/14/2010
CUSIP:	001-750-16676410
SYMBOL:	CVX
ACCOUNT KEY:	BRUNSFAMLIT---0100
INVESTOR ID:	806578316055

0034611 01 AT 0.357 **AUTO T2 0 3908 77079-591430 C01 B1MAI -1

ELMER H BRUNSTING & NELVA E
BRUNSTING
TR UA OCT 10 96 BRUNSTING FAMILY
LIVING TRUST
13630 PINEROCK
HOUSTON TX 77079-5914

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Year-To-Date Account Summary

Save this Statement for Tax Purposes

AS OF: 09/13/2010		CASH		DIVIDENDS			NET AMOUNT INVESTED ($)
TOTAL MARKET VALUE ($)	CLOSING PRICE ($)	INVESTMENTS ($)		TOTAL ($)	TAX WITHHELD ($)	AMOUNT TO INVEST ($)	
101,566.50	79.2500			3,079.67		3,079.67	3,079.67

TRADING FEES PAID BY ($)		SERVICE FEES PAID BY ($)		SALE OF PLAN SHARES ($)		CERTIFICATED SHARES HELD BY YOU	SHARES HELD BY PLAN	SHARES HELD BY OTHER PLAN(S)	TOTAL SHARES
COMPANY	SHAREHOLDER	COMPANY	SHAREHOLDER	GROSS PROCEEDS	TAX WITHHELD				
			9.00				1,281.5962		1,281.5962

Current Activity Information

RECORD DATE / PAYABLE DATE	TRANSACTION DESCRIPTION	DIVIDEND RATE	SHARES ACQUIRED OR WITHDRAWN		CASH INVESTMENT ($)	TOTAL GROSS ($)
08/19/2010	COMMON DIVIDEND	0.7200000	11.6211			914.38
09/10/2010						

					PARTICIPATING RECORD DATE DISTRIBUTION			
TAX WITHHELD ($)	TRADING FEES PAID BY ($)		SERVICE FEES PAID BY ($)	TOTAL NET ($)	CERTIFICATED SHARES HELD BY YOU	SHARES HELD BY PLAN	SHARES HELD BY OTHER PLAN(S)	TOTAL SHARES
	COMPANY	SHAREHOLDER	COMPANY	SHAREHOLDER				
				3.00 914.38		1,269.9751		1,269.9751

Year-To-Date Transaction Detail

DATE	TRANSACTION DESCRIPTION	CASH INVESTMENT ($)	NET DISTRIBUTION ($)	TRADING FEES ($)	SERVICE FEES ($)	AMOUNT INVESTED ($)	PRICE PER SHARE ($)	SHARES ACQUIRED OR WITHDRAWN	SHARES HELD BY PLAN
	BALANCE FORWARD								1,240.6574
03/10/10	COMMON DIVIDEND		1,259.81		3.00	1,256.81	74.1342881	16.9532	1,257.6106
06/10/10	COMMON DIVIDEND		905.48		3.00	902.48	72.9899000	12.3645	1,269.9751
09/10/10	COMMON DIVIDEND		914.38		3.00	911.38	78.4245000	11.6211	1,281.5962

CHEVRON CORPORATION
CUSIP: 001-750-16676410
ACCOUNT KEY: BRUNSFAMLIT---0100
ELMER H BRUNSTING & NELVA E
BRUNSTING
TR UA OCT 10 96 BRUNSTING FAMILY
LIVING TRUST
13630 PINEROCK
HOUSTON TX 77079-5914

All owner(s) must sign and date above

( )
Contact Number

Partial Withdrawal (Continue Plan Participation)

Sell this number of shares:

Full Withdrawal (Terminate Plan Participation)

☐ Sell all plan shares.

Additional Cash Investments

Write the amount enclosed:

Make check payable to:
BNY MELLON/CHEVRON

YOU MAY INCREASE YOUR SHARES WITH OPTIONAL CASH INVESTMENTS OF $50 UP TO $100,000 ANNUALLY.

Deposit of Certificates

Deposit the enclosed number of shares:

7575 806578316055 0017501667641 0BRUNSFAMLIT---0100IR00169

ExxonMobil

Computershare

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ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number

C0000592102

SSN/TIN Certified Yes

Symbol XOM

001CS0006_RPS.DL_PG1.XOM.081048_35351A002885/002885/1

Exxon Mobil Corporation - Summary of Account Holdings and Transaction Form

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Holder Account Number: C0000592102

▶ ACCOUNT SUMMARY

As of close of stock market on 10 Sep 2010

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DSPP - Common Stock	0.000000	0.000000	3,965.163788	3,965.163788	61.200000	242,668.02

Dividend Reinvestment Activity

As of record date

This section includes information only for shares/units for which dividends are reinvested.

Record Date	Payment Date	Dividend Rate ($)	Stock Class Description	Dividend Reinvestment Shares/Units	Gross Dividend ($)	Taxes Withheld ($)	Net Dividend ($)
13 Aug 2010	10 Sep 2010	0.440000	Common	3,936.751195	1,732.17		1,732.17

Transaction History

From: 01 Jan 2010 **To: 10 Sep 2010**

This section pertains only to book-entry shares/units.

Date	Transaction Description	Transaction Amount ($)	Deduction Description	Deduction Amount ($)	Net Amount ($)	Price Per Share/Unit ($)	Transaction Shares/Units	Total Book Shares/Units
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	Balance Forward							3,883.713924
10 Mar 2010	Dividend Reinvestment	1,631.16	Comp Paid Fees	0.62	1,631.16	66.120441	24.669527	3,908.383451
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10 Sep 2010	Dividend Reinvestment	1,732.17	Comp Paid Fees	0.71	1,732.17	60.964868	28.412593	3,965.163788

007PPA

PREMIUM ESTATE VALUATION REPORT

Prepared for: ELMER H BRUNSTING

Date: May 28, 2009

Prepared by: Joe and Doug Williams
Financial Advisor

713-464-6071
9525 Katy Freeway
Suite 122
Houston, TX 77024

To Keep You Informed About Your Investments

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___ Please call me to set an appointment. My number is _____.

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Edward Jones

ITEM# 2194 MIS-367 11-JAN-2005

OPR-3624-A APR 2008

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V&F 000542

Estate Valuation

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
1)	4994.66	MONEY MARKET INVESTMENT FUND (MNYMKT)					4,994.66
2)	5000	UNIVERSITY TEX PERM UNIV FD REF BDS (915115K57) Financial Times Interactive Data DTD: 05/15/1992 Mat: 07/01/2013 6.25% 04/01/2009		116.36100 Mkt	116.361000		5,818.05
		Int: 01/01/2009 to 04/01/2009				78.13	
3)	10000	MONROE CNTY N Y ARPT AUTH ARPT REF BDS (610749DS9) Financial Times Interactive Data DTD: 03/04/2004 Mat: 01/01/2018 4% 04/01/2009		89.89600 Mkt	89.896000		8,989.60
		Int: 01/01/2009 to 04/01/2009				100.00	
4)	30000	INDIANA MUN PWR AGY PWR SUPPLY REV BDS (454898PV3) Financial Times Interactive Data DTD: 06/20/2006 Mat: 01/01/2026 5% 04/01/2009		102.63700 Mkt	102.637000		30,791.10
		Int: 01/01/2009 to 04/01/2009				375.00	
5)	10000	DALLAS TEX AREA RAPID TRAN SAL SR LIEN S (235241EW2) Financial Times Interactive Data DTD: 03/08/2007 Mat: 12/01/2027 4.5% 04/01/2009		98.75100 Mkt	98.751000		9,875.10
		Int: 12/01/2008 to 04/01/2009				150.00	

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V&F 000543

Estate Valuation

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
6)	30000	HAYS TEX CONS INDPT SCH DIST SCH BLDG (421110G76) Financial Times Interactive Data DTD: 07/01/2008 Mat: 08/15/2033 5% 04/01/2009		100.73700 Mkt	100.737000		30,221.10
		Int: 02/15/2009 to 04/01/2009				191.67	
7)	20000	DISTRICT COLUMBIA REV REV BDS (2548393J0) Financial Times Interactive Data DTD: 12/17/1998 Mat: 08/15/2038 5% 04/01/2009		86.21300 Mkt	86.213000		17,242.60
		Int: 02/15/2009 to 04/01/2009				127.78	
8)	9000	GENERAL MTRS ACCEP CPSMARTNBE (37042GZ90) Financial Times Interactive Data DTD: 03/25/2003 Mat: 03/15/2018 7.05% 04/01/2009		25.91970 Mkt	25.919700		2,332.77
		Int: 03/15/2009 to 04/01/2009				28.20	
9)	5000	TOYOTA MTR CR CORP TMCC CORENO (89240AHB9) Financial Times Interactive Data DTD: 07/18/2007 Mat: 07/20/2027 6% 04/01/2009		90.41920 Mkt	90.419200		4,520.96
		Int: 03/20/2009 to 04/01/2009				9.17	

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V&F 000544

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
10)	10000	GEORGIA PWR CO (373334JG7) Financial Times Interactive Data DTD: 08/30/2007 Mat: 09/01/2040 6% 04/01/2009		93.96890 Mkt	93.968900		9,396.89
		Full coupon paid on 04/01/2009					
11)	930	CHEVRON CORP NEW (16676410; CVX) COM New York Stock Exchange 04/01/2009	68.70000	65.83000 H/L	67.265000		62,556.45
12)	2580	CITIGROUP INC (17296710; C) COM New York Stock Exchange 04/01/2009	2.75000	2.43000 H/L	2.590000		6,682.20
13)	1789	DEERE & CO (24419910; DE) COM New York Stock Exchange 04/01/2009	34.68000	31.88000 H/L	33.280000		59,537.92
		Div: 0.28 Ex: 03/27/2009 Rec: 03/31/2009 Pay: 05/01/2009				500.92	

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V&F 000545

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
14)	200	DU PONT E I DE NEMOURS & CO (26353410; DD) COM New York Stock Exchange 04/01/2009	23.65000	21.62000 H/L	22.635000		4,527.00
15)	269	EXXON MOBIL CORP (30231G10; XOM) COM New York Stock Exchange 04/01/2009	69.48000	66.50000 H/L	67.990000		18,289.31
16)	150	JOHNSON & JOHNSON (47816010; JNJ) COM New York Stock Exchange 04/01/2009	53.20000	51.88000 H/L	52.540000		7,881.00
17)	300	PROCTER & GAMBLE CO (74271810; PG) COM New York Stock Exchange 04/01/2009	48.48000	46.29000 H/L	47.385000		14,215.50
18)	159.709	CAPITAL INCOME BLDR FD (14019310; CAIBX) SH BEN INT Mutual Fund (as quoted by NASDAQ) 04/01/2009		37.84000 Mkt	37.840000		6,043.39

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V&F 000546

Estate Valuation

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
19)	220.933	CAPITAL WORLD GROWTH & INCOME (14054310; CWGIX) COM Mutual Fund (as quoted by NASDAQ) 04/01/2009		24.02000 Mkt	24.020000		5,306.81
20)	3343.281	INCOME FD AMER INC (45332010; AMECX) COM Mutual Fund (as quoted by NASDAQ) 04/01/2009		11.95000 Mkt	11.950000		39,952.21
		Total Value:					$349,174.62
		Total Accrual:				$1,560.87	
		Total: $350,735.49					

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V&F 000547

Account number: 609-07698-1-8
Statement type: Preferred
March 28 - April 24, 2009

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Maryland Heights, MO 63043-3042
www.edwardjones.com
Member SIPC

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A Unique Understanding of Your Financial Needs

At Edward Jones, we believe the best investment recommendations are those tailored to your specific needs. That's why we work so hard to thoroughly understand your financial situation and your goals. The following is an overview of your investment and borrowing activity with Edward Jones. Working with your financial advisor, use it to determine how we can help you meet other important financial goals. Call JOE AND DOUG WILLIAMS rt at 713-464-6071.

Although account information is provided on this page, it does not guarantee an actual statement was produced. Please refer to your account statement for the exact registration and more specific details regarding each account. Edward Jones statements are issued for each account holding securities in firm name with Edward Jones in March, June, September and December. Monthly statements (for months other than those previously referred to) will not be sent to you in months for which there was no activity or your only account activity is the payment of income on your Edward Jones money market account or your cash account balance.

Investment accounts	Account holder	Account number	Current value	Value one year ago
Living trust	ELMER H BRUNSTING	609-07698-1-8	$365,843.66	$502,910.42
Individual retirement account	NELVA E BRUNSTING	609-91956-1-9	$15,493.85	$28,649.61
Total investment accounts			$381,337.51	$531,560.03

Do you prepare for family vacations more than you do for college?
Having fun with your family is important, but nothing is more important than your children's future. Fortunately, Edward Jones can help you put together a strategy to help pay for their education. True, vacations are great - but graduation ceremonies are even better. For a personalized review of your situation, contact your financial advisor today.

Loans and Credit	Account holder	Account number	Balance	Interest rate	Approved credit	Available credit
Amount of money you can borrow	ELMER H BRUNSTING	609-07698-1-8	$0.00	6.00%	$190,328 *	$190,328

* Your Approved credit is not a commitment to loan funds. It is based on the value of your Investment account which could change daily. The amount you may be eligible to borrow may differ from your approved credit. Borrowing against securities has its risks and is not appropriate for everyone. If the value of your collateral declines, you may be required to deposit cash or additional securities, or the securities in your account may be sold to meet the margin call. The interest rate will vary depending on the amount borrowed and will begin to accrue from the date of the loan and be charged to the account. A minimum account value is required if you have loan features on your account. Call your financial advisor today.

V&F 000548

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V&F 000549

We hope this overview of your relationship with Edward Jones provides useful information as you consider your financial decisions. Information reported from this point forward is specific to your individual investment and/or retirement account(s).

Please refer to the important information and disclosures on the last page of this package.

Account number: 609-07698-1-8
Statement type: Preferred
March 28 - April 24, 2009

201 Progress Parkway
Maryland Heights, MO 63043-3042
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Edward Jones®
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ELMER H BRUNSTING &
NELVA E BRUNSTING TTEES
U/A DTD 10/10/1996
BRUNSTING FAMILY TRUST
13630 PINEROCK LANE
HOUSTON TX 77079-5914

JOE AND DOUG WILLIAMS rt
9525 KATY FREEWAY SUITE 122
HOUSTON TX 77024
713-464-6071

Value Summary

Value on Apr 24	$365,843.66
Value on Mar 28	$352,122.49
Value one year ago	$502,910.42

Summary of Your Assets

Held at Edward Jones	Value on Apr 24	Value on Mar 28	Dollar change
Cash & money market	$4,130.57	$4,944.66	-$814.09
Bonds	119,517.54	116,443.50	3,074.04
Stocks	188,812.81	179,436.95	9,375.86
Mutual funds	53,382.74	51,297.38	2,085.36
Total at Edward Jones	**$365,843.66**	$352,122.49	$13,721.17

Summary of Your Income

Income distributions from securities	This period			Year-to-date		
	Taxable	Tax-free	Total	Taxable	Tax-free	Total
Money market dividends	$0.01	—	$0.01	$4.15	—	$4.15
Interest	75.00	—	75.00	617.25	2,539.58	3,156.83
Dividends						
Qualified (Q) - Reduced Tax Eligible	—	—	—	1,509.82	—	1,509.82
Partially Qualified (P) - Reduced Tax Eligible	—	—	—	755.29	—	755.29
Total	$75.01	—	**$75.01**	$2,886.51	$2,539.58	**$5,426.09**

Note: Please refer to the last page of this package for information regarding qualified, partially qualified and nonqualified dividends.

V&F 000550

(Living trust)

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Your Assets at Edward Jones

Cash and money market funds	7-day current yield	7-day compounded yield	Current value
Money market	0.01%	0.01%	$4,130.57
Total cash and money market funds			**$4,130.57**

Bonds

Municipal bonds

	Rating	Maturity value	Maturity date	Interest rate	Current value	Amount invested	Amount withdrawn	Your yield to maturity
UNIVERSITY TEX PERM UNIV FD DTD 05/15/1992 PRE-REFUND 01/01/2013 @ 100.00	AAA/Aaa	$5,000.00	07/01/2013	6.250%	$5,832.60	—	—	—
MONROE CNTY N Y ARPT AUTH REV RFDG GREATER ROCHESTER INTL DTD 03/04/2004 MBIA INSURED CALLABLE 01/01/2014 @ 100.00	AA-/Baa1	10,000.00	01/01/2018	4.000%	8,653.40	10,029.95	—	3.97%
INDIANA MUN PWR AGY PWR SUPPLY SYS REV SER A BHAC INSURED DTD 06/20/2006 CALLABLE 01/01/2016 @ 100.00	AAA/Aa1	30,000.00	01/01/2026	5.000%	30,578.70	29,962.95	—	5.01%
DALLAS TEXAS AREA RAPID TRAN SALES TAX REV RDFG SR LIEN DTD 03/08/2007 AMBAC INSURED CALLABLE 12/01/2016 @ 100.00	AAA/Aa3/AA-	10,000.00	12/01/2027	4.500%	10,040.20	9,979.95	—	4.51%

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Bonds

Municipal bonds, continued

	Rating	Maturity value	Maturity date	Interest rate	Current value	Amount invested	Amount withdrawn	Your yield to maturity
HAYS TEXAS CONSOLIDATED INDPT SCH DIST SCH BLDG PSF GTD GO DTD 07/01/2008 CALLABLE 08/15/2018 @ 100.00	AAA/AAA	$30,000.00	08/15/2033	5.000%	$30,673.50	$29,914.95	—	5.02%
DISTRICT COLUMBIA MULTIMODAL REV MEDLANTIC/HELIX ISSUE-B- DTD 12/17/1998 FSA INSURED CALLABLE 08/15/2017 @ 100.00	AAA/Aa3	20,000.00	08/15/2038	5.000%	17,657.40	20,000.00	—	5.00%
Total municipal bonds		**$105,000.00**			**$103,435.80**	—	—	

Corporate bonds

	Rating	Maturity value	Maturity date	Interest rate	Current value	Amount invested	Amount withdrawn	Your yield to maturity
GENERAL MOTORS ACCEPTANCE CORP SMARTNOTES DTD 03/25/2003 CALLABLE 09/15/2009 @ 100.00	CCC/C/CC	$9,000.00	03/15/2018	7.050%	$2,321.64	$9,000.00	—	7.05%
TOYOTA MOTOR CREDIT CORP CORENOTES DTD 07/18/2007 CALLABLE 07/20/2011 @ 100.00	AA+/Aa1	5,000.00	07/20/2027	6.000%	4,355.90	5,000.00	—	6.00%
GEORGIA POWER CO SER 2007E SENIOR INSURED MONTHLY NOTES DTD 08/30/2007 AMBAC INSURED CALLABLE 09/01/2012 @ 100.00	A/A2	10,000.00	09/01/2040	6.000%	9,404.20	10,000.00	—	6.00%
Total corporate bonds		**$24,000.00**			**$16,081.74**	$24,000.00	—	
Total bonds		**$129,000.00**			**$119,517.54**	—	—	

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Stocks	Our asset category/ Our recommendation	Current price	Current shares	Current value	Amount invested	Amount withdrawn
CHEVRON CORP Symbol: CVX	Growth & Income Buy	66.600	930.	$61,938.00	—	—
CITIGROUP INC Symbol: C	Aggressive Hold	3.190	2580.	8,230.20	14,682.73	-157,048.65
DEERE & CO Symbol: DE	Growth & Income Hold	40.520	1789.	72,490.28	—	—
E I DU PONT DE NEMOURS & CO Symbol: DD	Growth & Income Buy	28.780	200.	5,756.00	—	—
EXXON MOBIL CORP Symbol: XOM	Growth & Income Buy	66.570	269.	17,907.33	11,921.33	—
JOHNSON & JOHNSON Symbol: JNJ	Growth & Income Buy	50.920	150.	7,638.00	9,933.02	—
PROCTER & GAMBLE CO Symbol: PG	Growth & Income Buy	49.510	300.	14,853.00	19,594.08	—
Total stocks				**$188,812.81**	—	—

Mutual funds	Our asset category	Current price	Current shares	Current value	Amount invested	Amount withdrawn
CAPITAL INCOME BUILDER FUND CL A Quote Symbol: CAIBX	Growth & Income	39.26	159.709	$6,270.18	$10,000.00	—
CAPITAL WORLD GROWTH & INCOME FUND CL A Quote Symbol: CWGIX	Growth & Income	25.60	220.933	5,655.88	10,000.00	—
INCOME FUND OF AMERICA FUND CL A Quote Symbol: AMECX	Growth & Income	12.40	3,343.281	41,456.68	55,000.00	—
Total mutual funds				**$53,382.74**	$75,000.00	—
Total estimated asset value				**$365,843.66**		

V&F 000553

Account number: 609-07698-1-8
Statement type: Preferred
March 28 - April 24, 2009

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Summary of Your Investment Activity

Total cash and money market funds on Mar 28	$4,944.66
Additions	
Income	$75.01
Total additions	$75.01
Subtractions	
Checks- money market	-$889.10
Total subtractions	-$889.10
Total cash and money market funds on Apr 24	**$4,130.57**

Detail of Your Investment Activity

Additions

	Type	Date		Days	Rate	Amount	Where Invested
Income	Money market dividends	04/20	MONEY MARKET	29	0.01	0.01	Money market

Type	Date		Quantity	Amount per share	Rate	Amount	Where Invested
Interest	04/01	GA POWER CO 2007E SR INSD NTS DUE 09/01/2040 6.000 %	10000.		0.005	$50.00	Money market
	04/20	TOYOTA MOTOR CR CORP CORENOTES DUE 07/20/2027 6.000 %	5000.		0.005	25.00	Money market
	Total income					**$75.01**	

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Get back on track: Develop your financial recovery plan.
Today's market and economic environment may be one of the most challenging you will ever face. However, you can take control of your financial situation, and the sooner you act, the better. Talk with your financial advisor about the following steps you can take to help your financial future stay on track.

Assess your current situation and goals.
Gather all of your financial paperwork related to your savings, investments, spending, insurance, will and trusts. It's important to have a complete understanding of what you've saved and what you owe before you make any financial decisions.

Review whether changes in the market or your life have changed your financial goals. Also review your comfort level with risk. Before the market declined, people may have thought they were more comfortable with risk than they actually were. It's important to evaluate your risk tolerance and make sure your investments align with it.

Determine if you're still on track.
After reviewing your current situation, goals and risk tolerance, your financial advisor can help evaluate whether you're still in a position to reach those goals within your desired time frame. This may include reviewing your savings and spending, how you own your investments, your portfolio objective, the number of stocks you own, your fixed-income portfolio, your tax situation,* your life insurance and your estate.

Make necessary changes.
After you evaluate your financial goals and investment strategy, you should be in a position to make decisions. For example, you may decide to rebalance your portfolio, increase savings or reduce discretionary spending.

Take action today.
If you decide to make changes, commit to following through. With market values down and the potential to recognize capital losses, now may be the best opportunity in years to improve the quality and diversification of your portfolio. Your financial advisor can help you determine a course of action to help you get back on track. Call or visit today.

*Consult a tax professional before making a tax-based investment decision.

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ACCOUNT INFORMATION

Please see your account agreement forms for complete conditions governing your account. All transactions are subject to applicable rules of the exchange market and its clearing house where the trade occurred, as well as of the Securities Exchange Commission, the Federal Reserve Board and any applicable self-regulatory organizations.

You can only withdraw $2,500 per day from a bank teller using your Edward Jones VISA debit card.

With questions regarding your mortgage or home equity loans, please refer to the separate loan statement issued for a description of fees and charges.

Account Safety - Please report promptly any inaccuracy, discrepancy, and/or concern by calling Client Relations at (800)441-2357. If you have a complaint, please notify us at Edward Jones, Attn Complaints Dept., 1245 JJ Kelley Memorial Dr., St. Louis, MO 63131. Any oral communications should be re-confirmed, in writing, to further protect your rights, including the rights under Securities Investor Protection Act (SIPA).

Account Protection - Edward Jones provides account protection for your securities (except annuities and insurance) held by Edward Jones for your account. The Securities Investor Protection Corporation (SIPC) provides $500,000 of coverage for missing securities, including $100,000 for claims for cash awaiting reinvestment. Edward Jones purchases additional protection from Underwriters at Lloyd's. This policy covers only theft, misplacement, destruction, burglary, embezzlement or abstraction up to an aggregate limit of $1 billion for all claims of clients of Edward D. Jones, LP and it's U.K. subsidiary, Edward Jones Limited. Market losses are not covered by the SIPC or the additional protection. For more information about the SIPC, visit www.sipc.org or call 202-371-8300.

REGULATORY DISCLOSURES

Financial Statement - The firm's financial statement is available at your branch office, or a copy will be mailed upon written request.

Rights to your Free Credit Balance - We are permitted to use your free credit balances to conduct our business, subject to the limitations of 17C.F.R.240 15c3-3 under the Securities Exchange Act of 1934. You have the right to receive, during normal business operations, delivery of your free credit balances; any securities to which you are entitled and which have been fully paid; and upon full payment of any debt to us, any securities purchased on margin. You may receive interest on free credit balances, provided the funds in your account are awaiting reinvestment. If you currently maintain free credit balances in your account solely for the purpose of receiving credit interest and don't plan to invest the funds in the future, we reserve the right to stop paying interest on those balances or to take any additional necessary action with respect to those balances. Contact your financial advisor to discuss your options.

Errors or Questions About Your Electronic Transfers - For details, go to www.edwardjones.com/electronictransfer or refer to the statement cover page for our contact information.

Loan/Margin Accounts - Our Personal Line of Credit, including Write Your Own Loan checks, and Overdraft Protection are margin loans. If you have a loan or margin account, this statement covers: your general brokerage account; a special misc. account maintained for you under section 4(F)(6) of Regulation T issued by the Board of Governors of The Federal Reserve System; a separate account for securities you have sold short.

Tax Withholding on Retirement Accounts - Federal income taxes of 10% on IRA or 20% on qualified plan distributions will be withheld unless a higher amount is elected or an IRS exception applies. State income taxes are withheld depending upon your state of residence upon distribution. Your withholding election will remain in effect until federal or state rule changes. Insufficient withholding may subject you to estimated income-tax payments to avoid penalties.

Fair Market Value for Individual Retirement Accounts - If you have an IRA, Roth, SEP or SIMPLE, your December 31st fair market value will be reported to the IRS as required by law.

Required Minimum Distributions (RMDs) - RMDs from other IRAs must be calculated separately, but the total amount may be removed from one or more of your IRAs. RMDs from qualified plans must be calculated and removed separately from each plan and cannot be part of your IRA RMD. If you turned age 70-1/2 last year, and deferred your first RMD until the current year or you have unpriced securities in this account, the RMD Summary Section is understated. Verification by a tax professional is recommended.

Transaction/Settlement Dates - Securities transactions are noted on the settlement date shown on the transaction confirmation, excepting transactions involving Edward Jones Tax-free Money Market Fund or Edward Jones Money Market Investment Shares or Retirement Shares which are listed on the trade date. Additional sections report pending trades and open orders.

Contingent Deferred Sales Charge - Shares sold of certain mutual fund classes may be subject to a contingent deferred sales charge.

Portfolio Objective - Inform us promptly of any material change in your portfolio objective or financial situation.

Debt Securities Transactions - Call features may exist which could affect yield; complete information will be provided upon request.

Information for Investors - Edward Jones is a member of the New York Stock Exchange and the Chicago Stock Exchange. The firm also transacts business with a variety of dealers in securities, including listed and over-the-counter stocks and bonds, government and agency issues and municipal securities. For equity securities, the firm monitors performance of competing market centers and dealers and routes orders to those that consistently guarantee execution at the national best bid or offer or better. Routed market orders generally are directed to market centers or dealers that offer opportunity for better prices through either automated or manual systems. For agency transactions, the name of the other broker or party to the transaction will be furnished upon written request. For agency and principal transactions, the date and time of execution will be furnished upon written request. Periodically, the firm may receive other remuneration on agency trades from other sources. Information will be furnished upon written request.

TERMINOLOGY

Total Estimated Value - The approximate value of the assets held at Edward Jones and outside companies at the statement date shown or date specified in the detail of Your Assets. It is estimated as the prices used to value your securities are provided by an outside service and do not always represent exact market prices. Edward Jones can't guarantee the accuracy of such values; if you need the exact price, contact your financial advisor. Values for many fixed-income securities are estimates based on coupon rate and credit rating and may not represent actual transaction price. Values don't include accrued interest or dividends and for some investments don't reflect applicable charges and fees.

Your Assets Held Outside Edward Jones - Balances are provided for your information only to give an overall view of your investments with Edward Jones. SIPC coverage isn't extended to assets held outside the custody of Edward Jones. Refer to the statement received directly from these companies for details.

Tax Information for Income Distributions - Your year-end tax documents (eg. Form 1099) will provide specific classifications of your income distributions. The 2003 tax law allows Qualified (Q) dividends to be taxed at reduced rates: 15%, or 5% for individuals whose tax rates are 15% or less. Nonqualified (N) dividends are taxed at ordinary rates. Some, but not all, of Partially Qualified (P) dividends are taxed at reduced rates.

Cost Basis - The amount paid for a security, including commissions, reinvestments and original issue discount (OID) and adjustments for sales, principal returns, splits and spin offs. Some data may be unsubstantiated and should not be relied upon for tax preparation.

Amount Invested/Withdrawn - Amount invested reflects all purchases and other additions to your holdings, with the exception of dividend reinvestments. Amount withdrawn shows how much of your investment has been sold, redeemed or transferred. These figures should not be used for tax reporting or tax preparation.

Ratings and Recommendations - Edward Jones research opinions, Standard & Poor's, Moody's, and Fitch's ratings may be shown for certain securities. Ratings or recommendations should not be considered an indication of future performance.

Account Activity - Entries appearing in Account Activity sections under columns headed "Where Invested" or "Sources of Funds" are additions to or subtractions from your account. For clients who maintain a money market account, entries indicating "Tax-Free Money Market" mean Edward Jones Tax-Free Money Market Fund and entries indicating "Money Market" mean Edward Jones Money Market Investment Shares or Retirement Shares depending on the share class owned. Activity dates appearing under "Sources of Funds" correspond to the sale date of the designated Edward Jones Money Market Fund. Entries appearing under "Where Invested" will be transacted as a purchase of the previously designated Edward Jones Money Market Fund on the second business day after the date shown, with the following exceptions which will be transacted on the date indicated:

Source of Funds	Number of Days After Activity Date Shown Until Purchase of Money Market Fund
Wired Funds, SWPS Electronic Bank Transfer, Direct Deposit	1
Security Sold or Interest/Dividend Received*	0
Bond Maturities, Calls, Tendered Items *	1
Transfers from Margin Account or Money Market Fund in another Edward Jones Account	0

*For assets held within Edward Jones account

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BRUNSTING ESTATE

		4/1/2009	4/1/2009		
SHARES	SECURITIES	HI	LOW	MEAN	
612	Chevron Corp	68.7000	65.8300	67.2650	$41,166.18
95	MetLife, Inc	23.6000	21.2500	22.4250	$2,130.38
	TOTAL				$43,296.56

MetLife®

Statement of Trust Interests

February, 2000

At the time MetLife demutualizes, you will be allocated shares of MetLife, Inc. Common Stock, which will be held for you in the MetLife Policyholder Trust. The number of Trust Interests you own is equal to the number of shares of MetLife, Inc. Common Stock held for you in the Trust.

This Statement of Trust Interests tells you how many Trust Interests you will own at the time MetLife demutualizes (in other words, how many shares of MetLife, Inc. Common Stock will be allocated to you and held for you in the Trust).

If you want to buy more shares of MetLife, Inc. Common Stock to be held for you in the Trust, you should use the form printed below to submit a Purchase Instruction. You are only eligible to purchase additional shares if you are being allocated less than 1,000 shares. **Stock can be purchased through the Purchase and Sale Program on the first trading day following the 90th day after the date MetLife's demutualization becomes effective. Purchase Instructions received before the purchase program begins will not be processed until the commencement of the purchase program.** If you want to sell the shares of MetLife, Inc. Common Stock held for you in the Trust, you should use the form printed on the reverse side of this page to submit a Sell Instruction. **Stock held in the trust can be sold after the IPO distribution is completed, which should be no more than 30 days after the plan effective date. Sell Instructions received before the sale program begins will not be processed until the commencement of the sale program.** All such purchases and sales will be on a commission-free basis.

AUTO ********** 3-DIGIT 770
ELMER H BRUNSTING
13630 PINEROCK LN
HOUSTON TX 77079-5914

639,469

Please be sure the correct address appears in the window of the envelope if you are submitting a Purchase or Sale Instruction. The attached instruction card identifies the correct address for each type of transaction.

LIA
N59690

PLEASE RETAIN FOR YOUR RECORDS

Retain this number for future reference →

Name	ELMER H BRUNSTING
Investor ID	8065 7831 6055
Number of Trust Interests	95
Sequence Number	M000919478

PLEASE READ THE IMPORTANT INFORMATION ON THE BACK OF THIS FORM AND IN THE ENCLOSED BROCHURE

Use ONLY if a transaction is requested. **Unless you wish to initiate a transaction, no action is required.**

PURCHASE INSTRUCTION

(See reverse side to SELL)

8065 7831 6055

ELMER H BRUNSTING

Change of address:

Signature: (if address being changed)

Make check, in U.S. dollars, payable to:
MetLife Purchase Program

ChaseMellon Shareholder Services
PO Box 382200
Pittsburgh PA 15250-8200

Amount Enclosed
Minimum investment $250.00 (except as described in the enclosed brochure)

02

Please be sure this address appears in the envelope window for Purchases ONLY!

0000101 102 806578316055 9

LIA N59690
639,469

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MetLife®

CALL MetLife Shareholder Services

Statement of Trust Interests

FOR INFORMATION ON:

- **How To Sell Shares**
- **How To Purchase Shares (to be held in the Trust)**
- **The Statement you Received**
- **Your Account Balance**
- **The Purchase and Sale Program**
- **Restrictions On Transfers of Shares**

Our telephone system has been designed for **easy access** to information and completion of your request. Simply dial **1-800-649-3593** and follow the instructions.

INQUIRIES:

Please do not include correspondence with your Instruction coupon.
Inquiries should be addressed to:

Correspondence:
MetLife
c/o ChaseMellon Shareholder Services
P.O. Box 4412
South Hackensack, N.J. 07606-2012

Transfer of Trust Interests:
MetLife
c/o ChaseMellon Shareholder Services
P.O. Box 4447
South Hackensack, N.J. 07606-2047

Via e-mail, inquiries should be addressed to metlife@chasemellon.com
Via Internet, inquiries should be addressed to www.chasemellon.com

You are also entitled to certain rights evidenced by certificates for MetLife, Inc. common stock and as set forth in a Rights Agreement between MetLife, Inc. and ChaseMellon Shareholder Services, L.L.C., as Rights Agent (The "Rights Agreement"), the terms of which are incorporated herein by reference and a copy of which is on file at the principal executive offices of MetLife, Inc. Under certain circumstances, as set forth in the Rights Agreement, such rights will be evidenced by separate certificates and will no longer be evidenced by certificates for MetLife, Inc. common stock. MetLife, Inc. will mail a copy of the Rights Agreement, without charge, promptly after receipt of a written request therefor. Under certain circumstances as set forth in the Rights Agreement, rights beneficially owned by an acquiring person or any associate or affiliate thereof (as defined in the Rights Agreement), whether currently held by or on behalf of such person or by any subsequent holder, may become null and void. For more information, see "Stockholder Rights Plan" on page 158 of Policyholder Information Booklet, Part Two.

Annual reports of MetLife, Inc. are available through the MetLife website at: www.metlife.com

SPECIAL INSTRUCTIONS:

- **Please be sure the correct address on the attached Purchase and Sale instruction card appears in the window of the envelope. There is an address on both sides of the instruction card. One address is for sales and one for purchases. Failure to use the correct address will delay your request.**

- **Certify your Taxpayer Identification Number (Social Security Number). If you have not responded to the prior mailings, please send in your W-9 form today to MetLife c/o Proxy Services, PO Box 9111, Farmingdale, NY 11735, or call us to request a duplicate W-9 form. All proceeds from the sale of your trust shares are subject to government tax withholdings.**

ELL INSTRUCTION
ee reverse side to PURCHASE)

If you wish to sell all or a part of your shares, please mark the appropriate box, sign and date this form. Please use blue or black ink.

Sell **ALL** Shares:
Selling all shares will terminate your participation in the Trust and your right to participate in the purchase & sale program.

☐ Check this box to sell all shares

Sell **PARTIAL** Shares:
Partial sales are only permitted if you have more than 199 shares. Partial sales can only be made in lots of 100 shares. Sales that would result in a balance of less than 100 shares will be rejected. Please indicate below, the number of shares you wish to sell:

Sell ☐☐☐,☐**0****0** Shares

r tax identification number
ot been certified, proceeds
e subject to 31% federal
e tax withholding.

sts must be signed
registered owners.

MetLife/CMSS
PO Box 4420
South Hackensack NJ 07606-2020

Please be sure this address appears in the envelope window for Sales ONLY!

SIGNATURE _____ DATE _____

Please use blue or black ink.

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YAHOO! FINANCE Search WEB SEARCH

Dow ↑ 0.51% Nasdaq ↑ 0.32% Mon, Aug 24, 2009, 9:48AM ET - U.S. Markets close in 6hrs 12mins

GET QUOTES Finance Search

MetLife, Inc. (MET)

At 9:33AM ET: **39.33** ↑ 0.40 (1.03%)

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Historical Prices

Get **Historical Prices** for: GO

SET DATE RANGE

Start Date: Apr 1 2009 Eg. Jan 1, 2003

End Date: Apr 1 2009

(•) Daily ( ) Weekly ( ) Monthly ( ) Dividends Only

Get Prices

First | Prev | Next | Last

PRICES

Date	Open	High	Low	Close	Volume	Adj Close*
1-Apr-09	21.73	23.60	21.25	23.43	13,477,300	23.43

* Close price adjusted for dividends and splits.

First | Prev | Next | Last

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23.60
21.25
44.85/2 = 22.4250
x 95
$2130.3750

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Get **Historical Prices** for Another Symbol: GO Symbol Lookup

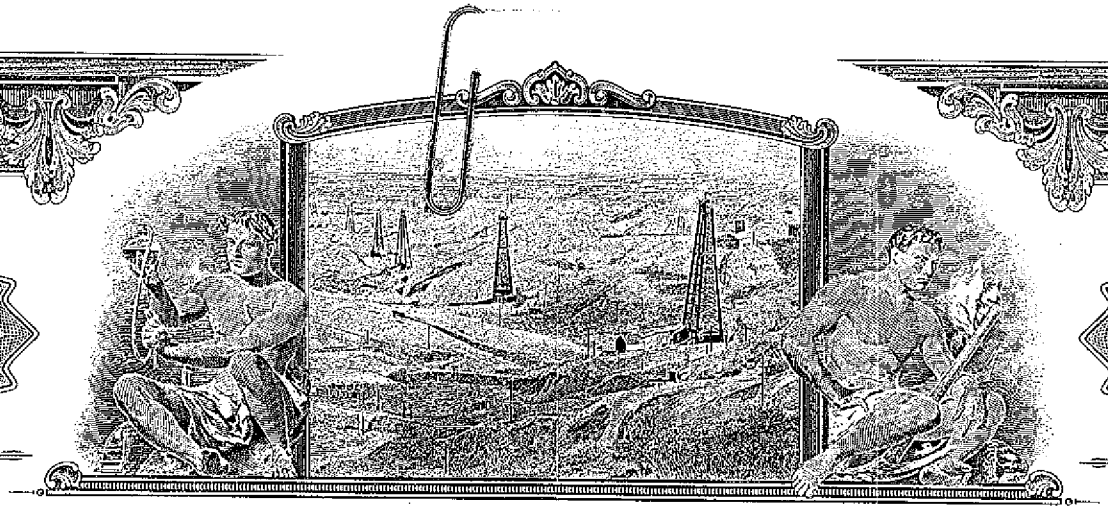
• Stock Screener • Splits

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NUMBER

ZQ SFZ 862711

COMMON



SHARES

-612-

COMMON

ATED UNDER THE
- LAWS -
THE STATE
- OF -
ELAWARE

Chevron Corporation

THIS CERTIFICATE IS TRANSFERABLE
IN
SAN FRANCISCO
OR
NEW YORK

THIS CERTIFIES THAT

612******* *ELMER H BRUNSTING & NELVA E BRUNSTING
*612****** TR UA OCT 10 96 BRUNSTING FAMILY
612*** LIVING TRUST*
612*
****612***

CUSIP 166751 10 7

SEE REVERSE FOR CERTAIN DEFINITIONS

BRUNSTIN FA4601L

Authorized Signature.

IS THE OWNER OF

SIX HUNDRED TWELVESIX HUNDRED TWELVE**SIX HUNDRED TWELVE**

FULL-PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK OF

CERTIFICATE STOCK

Chevron Corporation, transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Witness the corporate seal of said Corporation and the signatures of its duly authorized officers.

OCTOBER 25, 1996

CHEVRON CORPORATION
INCORPORATED
JAN 27 1926
DELAWARE

Lydia I. Beebe
SECRETARY

K. T. Derr
CHAIRMAN OF THE BOARD

COUNTERSIGNED:
BY
CHEVRON CORPORATION
(SAN FRANCISCO)
TRANSFER AGENT.

AS REGISTRAR,
By

V&F 000562

09794

AMERICAN BANK NOTE COMPANY.

CHEVRON CORPORATION

The Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Corporation and the qualifications, limitations or restrictions of such preferences and/or rights. Such request may be made to the Transfer Agent.

The following abbreviations shall be construed as though the words set forth below opposite each abbreviation were written out in full where such abbreviation appears:

TEN COM	— as tenants in common	(Name) CUST (Name) UNIF GIFT MIN ACT (State) TRANS TO MIN ACT	— (Name) as Custodian for (Name) under the (State) Uniform Gifts to Minors Act
TEN ENT	— as tenants by the entireties		
JT TEN	— as joint tenants with right of survivorship and not as tenants in common		

Additional abbreviations may also be used though not in the above list.

For value received, _____ *hereby sell, assign and transfer unto*

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

_____

_____

_____ ( ) *Shares of the Common Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint* _____

_____

Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated, _____

SIGNATURE _____

SIGNATURE _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

This certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Rights Agreement between Chevron Corporation and Chemical Trust Company of California, as Rights Agent, dated as of November 22, 1988 (the "Rights Agreement"), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal offices of Chevron Corporation. Under certain circumstances, as set forth in the Rights Agreement, such Rights may be redeemed, may expire, or may be evidenced by separate Certificates and will no longer be evidenced by this Certificate. Chevron Corporation will mail to the holder of this certificate a copy of the Rights Agreement without charge within five days after receipt of a written request therefor. Under certain circumstances, Rights Issued to Acquiring Persons (as defined in the Rights Agreement) or certain related Persons and any subsequent holder of such Rights may become null and void with respect to certain rights set forth in Sections 11(a)(ii) and Section 13(e) of the Rights Agreement.

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YAHOO! FINANCE Search Web Search

Dow ↑ 0.60% Nasdaq ↑ 0.54%

Tue, Sep 22, 2009, 1:08PM ET - U.S. Markets close in 2hrs 52mins

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Chevron Corp. (CVX)

At 12:53PM ET: **72.66** ↑ 0.61 (0.85%)

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Historical Prices

Get **Historical Prices** for: GO

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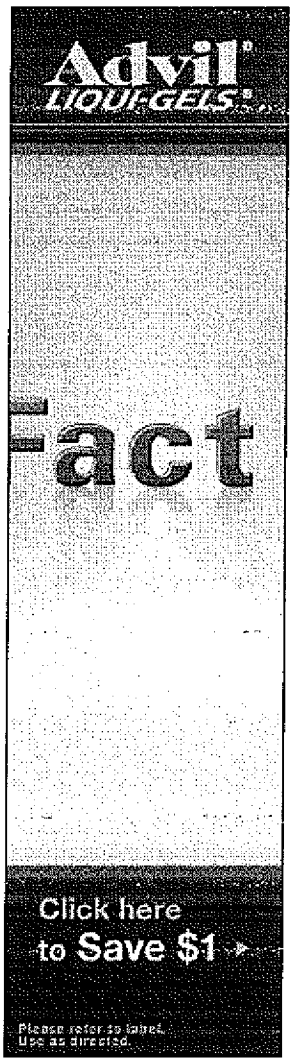
Start Date: Apr 1 2009 Eg. Jan 1, 2003

End Date: Apr 1 2009

◉ Daily ○ Weekly ○ Monthly ○ Dividends Only

Get Prices

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PRICES

Date	Open	High	Low	Close	Volume	Adj Close*
1-Apr-09	66.00	68.70	65.83	68.30	14,299,000	66.98

* Close price adjusted for dividends and splits.

First | Prev | Next | Last

Download To Spreadsheet

68.70
65.83
134.53/2 = 67.2650
× 612
41,166.18

Add to Portfolio Set Alert Email to a Friend

Get **Historical Prices** for Another Symbol: GO Symbol Lookup

Transfer of Stock Ownership Form

BNY Mellon Shareowner Services
P.O. Box 358010
Pittsburgh, PA 15252-8010

Section A – Issuer Name

Company Name

CHEVRON CORPORATION

Cusip Number

166751107

Account Key

Section B – Current Shareowner

Investor ID or SSN/TIN

282-32-8905

Registration/Name and Address exactly as it appears on your certificate or statement

ELMER H BRUNSTING & NELVA E
BRUNSTING TR UA OCT 10 96
BRUNSTING FAMILY LIVING TRUST
13630 PINEROCK
HOUSTON TEXAS 77079

Section C - Shares To Be Transferred

Original Stock Certificate Shares*		Book-entry Shares		Total Shares
612	+	0.00	=	612.00
To Be Transferred		**To Be Transferred**		**To Be Transferred**

*Please attach and send the actual, original stock certificates together with this form.

Lost Certificates
Please call 1-800-370-1163

Section D – Required Signature and Medallion Signature Guarantee

The undersigned hereby irrevocably constitutes and appoints BNY Mellon Shareowner Services as attorney to transfer the shares with full power of substitution in the premises.

*Signature:*_____

*Signature:*_____

*Date:*_____

Each registered owner must sign his/her name exactly as it appears on the account, or an authorized person must sign in his/her legal capacity.

Signatures must be guaranteed by a participant in a **Medallion Signature Guarantee Program.**

V&F 000565

Section E - New Shareowner(s) Account Type

If you wish to divide your shares between two or more owners individually, please use additional copies of this page.

Account Type

Check One ☐ Individual ☐ Joint ☐ Custodial ☑ Trust ☐ Estate ☐ Corporation
☐ Other:_____(please specify)

Section F - New Shareowner(s) Account Information

Total Shares to be Transferred to this Account

			6	1	2	.	0	0	

Registration/Name and Address of New Owner

NELVA E BRUNSTING, TRUSTEE OF THE
ELMER H BRUNSTING DECEDENT'S TRUST
DTD APRIL 1 2009 AS ESTD UTD 10/10/96
13630 PINEROCK, HOUSTON TX 77079

Section G- Taxpayer ID Certification (Substitute Form W-9)

(To be completed by the new shareowner)

YOUR ACCOUNT MAY BE SUBJECT TO BACKUP WITHHOLDING AT THE APPLICABLE RATE
IF YOU DO NOT COMPLETE THIS SUBSTITUTE FORM W-9.

All new security holders are required to sign and return this certification. If the requested information is not known at the time of the transfer or the new owner is not available to sign, a W-9 Form will be mailed to the new shareholder(s) once the shares are transferred. The new shareholder may go online to www.bnymellon.com/shareowner/isd and certify their Taxpayer Identification Number.

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) .....
☑ Other (see instructions)

New Shareholder's Taxpayer ID Number 27-6453100

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not require to sign the Certification, but you must provide your correct TIN.

Sign Here Signature of U.S. person _____ Date _____

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period 31 days
03-01-09 through 03-31-09
E 00 0 I P PI 24

Account Number: 0085 1900 1143

MI 04/07 0 0099 612 1000000000 245 014500 #@02 AT 0.471

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR FOR
THE BRUNSTING FAMILY LIVING TRUST
13630 PINEROCK LN
HOUSTON TX 77079-5914

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online and even turn off delivery of your paper statement.
Enroll at www.bankofamerica.com.

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call:
1.800.432.1000 Priority Telephone Banking
1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Please read Bank of America Privacy Policy for Consumers 2009 carefully for important information. If you have other accounts with Bank of America you may receive more than one 2009 privacy policy notification. For more information, visit www.bankofamerica.com/privacy.

Important Information

All balances in your interest bearing checking accounts are now fully guaranteed by the FDIC through 12/31/09. To qualify your accounts for this FDIC guarantee, we must limit the variable interest rate on your accounts to not more than 0.50% through that date. Currently, the rate is less than 0.50%.

Recycled Pap

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR FOR
THE BRUNSTING FAMILY LIVING TRUST

Deposit Accounts

Interest Checking

.68 ÷ 31 = .0219354 accrued interest

ELMER H BRUNSTING OR NELVA E BRUNSTING TR FOR
THE BRUNSTING FAMILY LIVING TRUST

Your Account at a Glance

Account Number		0085 1900 1143
Beginning Balance on 03-01-09	$	6,934.85
Deposits and Other Additions	+	25,656.93
Checks Posted	-	19,463.32
Other Subtractions	-	874.53
Ending Balance on 03-31-09	$	**12,253.93**

Annual Percentage Yield Earned this Statement Period: 0.05%
Interest Paid Year to Date: $1.79

Your Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance ($)	Type of Balance	Date
Interest Checking	0085 1900 1143	16,836.22	Average	03-30
Fixed Term CD	820 085 1950 6481	0.00	Current	03-30
	Total Qualifying Balance $16,836.22			

Thank you for banking with us. The monthly maintenance fee was waived this statement cycle because you are an Advantage customer who maintained a qualifying balance.

Interest Checking Additions and Subtractions

Date Posted	Amount($)	Resulting Balances($)	Transactions
03-02	359.82-	6,575.03	Check 6157
03-03	14,100.00+	20,675.03	Deposit
03-03	7,000.00+	27,675.03	Deposit
03-03	1,780.00+	29,455.03	US Treasury 310 Des:Soc Sec ID:xxxxx8905A SSA Indn:Elmer H Brunsting Co ID:3101036216 Ppd
03-03	735.00+	30,190.03	US Treasury 310 Des:Soc Sec ID:xxxxx8905B SSA Indn:Nelva E Brunsting Co ID:3101036216 Ppd
03-03	199.00-	29,991.03	Check 6159
03-03	322.86-	29,668.17	State Farm Ro 08 Des:Sfpp ID:25 S 1012322025 Indn: Elmer H OR Nelva Bru Co ID:9000313001 Ppd
03-05	200.00-	29,468.17	Check 6160
03-05	887.33-	28,580.84	Check 6162
03-06	569.16-	28,011.68	Check 6163
03-09	430.98-	27,580.70	Check 6169
03-09	192.75-	27,387.95	Check 6167
03-09	200.00-	27,187.95	Check 6158
03-09	71.60-	27,116.35	Walgreen Co. Des:Echeck Check #:6165 Indn:20090306010066486 Co ID:30015531W2 Boc
03-10	1,238.00-	25,878.35	Check 6161
03-10	300.00-	25,578.35	Check 6166
03-10	203.99-	25,374.36	Houston Chron Des:Checkpaymt Check #:6164 Indn:0658779 Co ID:1760556295 Arc

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR FOR
THE BRUNSTING FAMILY LIVING TRUST

Interest Checking Additions and Subtractions

Date Posted	Amount($)	Resulting Balances($)	Transactions
03-10	97.43-	25,276.93	Check 6170
03-12	180.00-	25,096.93	Check 6176
03-12	563.34-	24,533.59	Check 6175
03-13	180.00-	24,353.59	Check 6180
03-13	7,800.00-	16,553.59	Check 6178
03-13	125.00-	16,428.59	Check 6168
03-16	395.00-	16,033.59	Check 6181
03-16	325.00-	15,708.59	Check 6183
03-16	57.59-	15,651.00	Check 6172
03-16	55.59-	15,595.41	Check 6182
03-16	1.81-	15,593.60	Check 6174
03-17	1,495.00-	14,098.60	Check 6171
03-17	61.84-	14,036.76	Check 6173
03-19	703.25-	13,333.51	Check 6186
03-19	360.00-	12,973.51	Check 6184
03-19	150.00-	12,823.51	Check 6187
03-19	198.88-	12,624.63	Centerpoint Energy Bill Payment
03-23	382.00-	12,242.63	Check 6191
03-23	155.00-	12,087.63	Check 6189
03-23	50.00-	12,037.63	Check 6188
03-25	213.40+	12,251.03	Deposit
03-25	25.00-	12,226.03	Check 6185
03-25	20.51-	12,205.52	Check 6190
03-26	457.57-	11,747.95	Check 6192
03-30	171.65-	11,576.30	Check 6193
03-30	512.00-	11,064.30	Check 6198
03-30	153.98-	10,910.32	Check 6194
03-30	50.85-	10,859.47	Check 6197
03-31	1,193.45+	12,052.92	Benefits Des:Pension ID:086010183009074 Indn:Brunsting*elmer*h Co ID:1056023351 Ppd
03-31	573.61+	12,626.53	Deposit
03-31	60.79+	12,687.32	Jh Gbsa PACE ACH Des:Pension ID:007076282328905 Indn:Brunsting Elmer H Co ID:1041414660 Ppd
03-31	150.00-	12,537.32	Check 6199
03-31	163.00-	12,374.32	Check 6200
03-31	77.20-	12,297.12	City Of Houston Bill Payment
03-31	43.87-	12,253.25	Check 6196
03-31	0.68+	12,253.93	Interest Earned

Checks Posted in Numerical Order

Check #	Posting Date	Amount($)	Check #	Posting Date	Amount($)	Check #	Posting Date	Amount($)
6157	03-02	359.82	6171	03-17	1,495.00	6185	03-25	25.00
6158	03-09	200.00	6172	03-16	57.59	6186	03-19	703.25
6159	03-03	199.00	6173	03-17	61.84	6187	03-19	150.00
6160	03-05	200.00	6174	03-16	1.81	6188	03-23	50.00
6161	03-10	1,238.00	6175	03-12	563.34	6189	03-23	155.00
6162	03-05	887.33	6176	03-12	180.00	6190	03-25	20.51
6163	03-06	569.16	6178*	03-13	7,800.00	6191	03-23	382.00
6166*	03-10	300.00	6180*	03-13	180.00	6192	03-26	457.57
6167	03-09	192.75	6181	03-16	395.00	6193	03-30	171.65
6168	03-13	125.00	6182	03-16	55.59	6194	03-30	153.98
6169	03-09	430.98	6183	03-16	325.00	6196*	03-31	43.87
6170	03-10	97.43	6184	03-19	360.00	6197	03-30	50.85

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR FOR
THE BRUNSTING FAMILY LIVING TRUST

Account Number: 0085 1900 1143

Checks Posted in Numerical Order - Continued

Check #	Posting Date	Amount($)	Check #	Posting Date	Amount($)	Check #	Posting Date	Amount($)
6198	03-30	512.00	6199	03-31	150.00	6200	03-31	163.00

Total Checks Posted $19,463.32

* Gap in sequential check numbers.

Daily Balance Summary

Date	Balance($)	Date	Balance($)	Date	Balance($)
Beginning	6,934.85	03-10	25,276.93	03-23	12,037.63
03-02	6,575.03	03-12	24,533.59	03-25	12,205.52
03-03	29,668.17	03-13	16,428.59	03-26	11,747.95
03-05	28,580.84	03-16	15,593.60	03-30	10,859.47
03-06	28,011.68	03-17	14,036.76	03-31	12,253.93
03-09	27,116.35	03-19	12,624.63		

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

_____

_____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

* Tell us your name and account number.
* Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
* Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calender days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

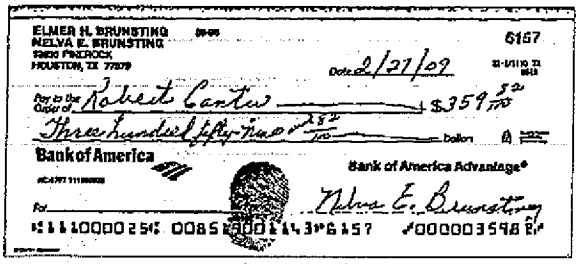
For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

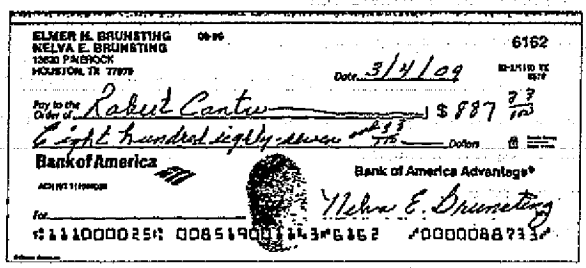
Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Check Image

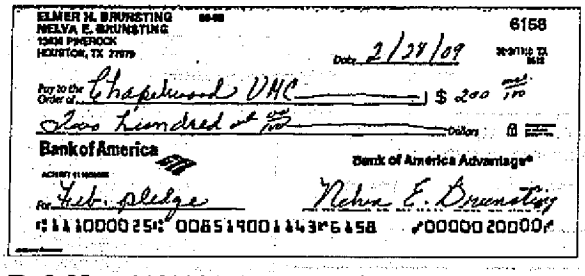
Account Number: 0085 1900 1143



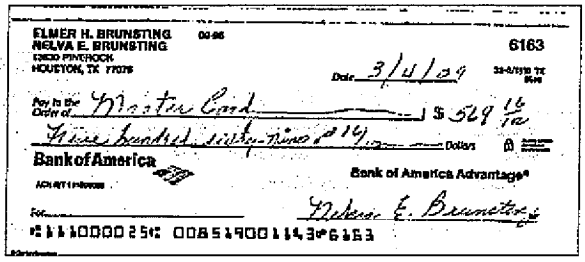
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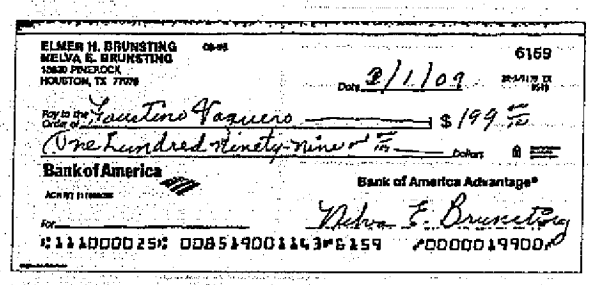
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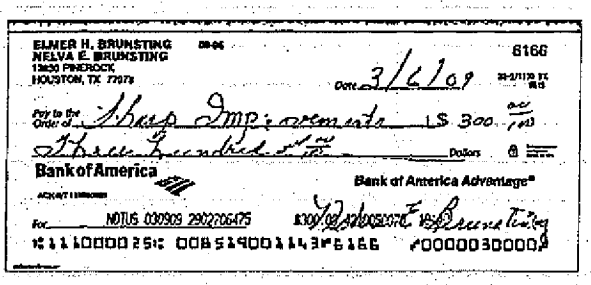
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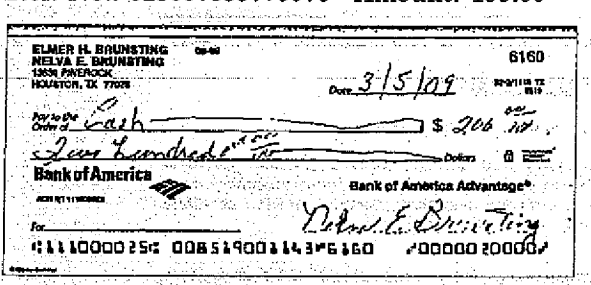
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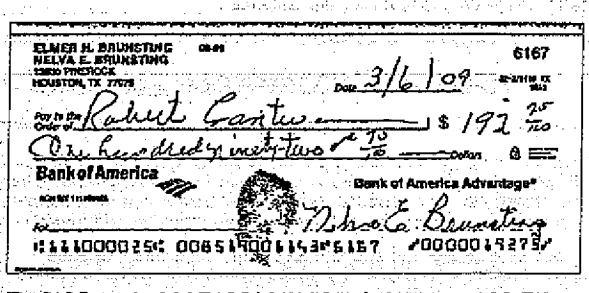
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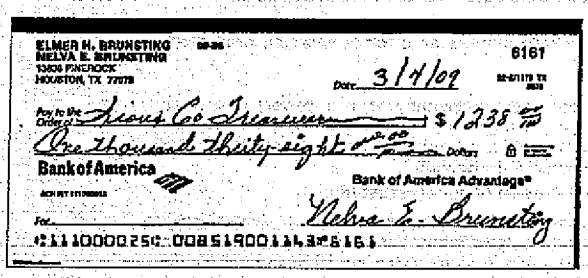
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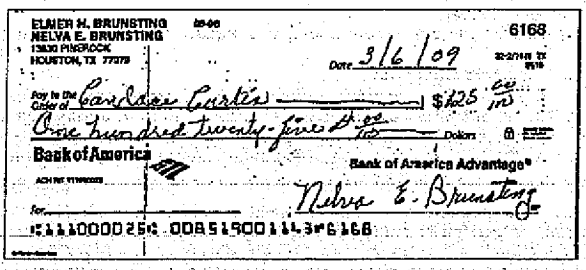
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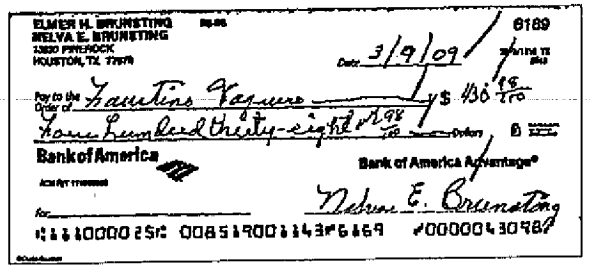


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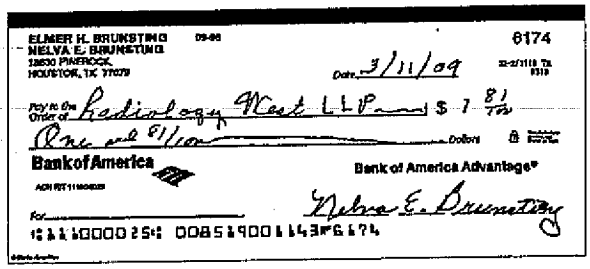
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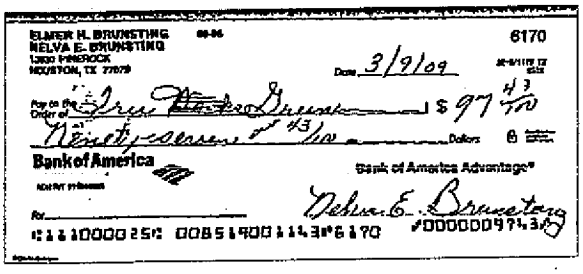
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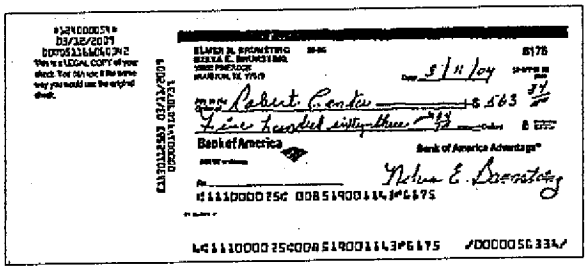
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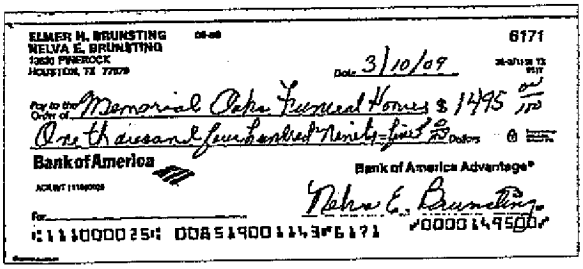
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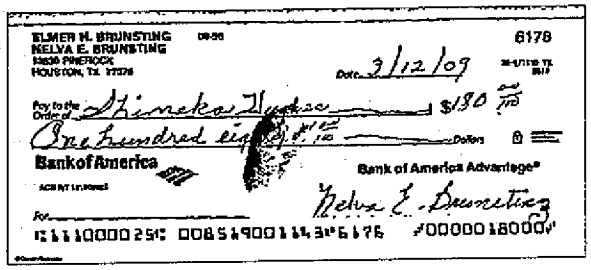
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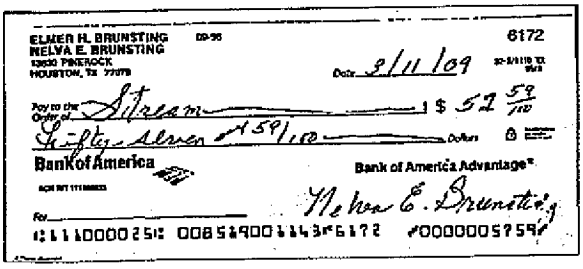
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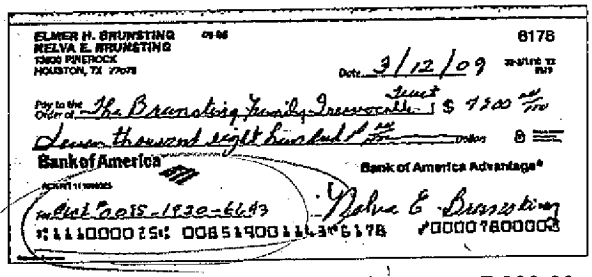
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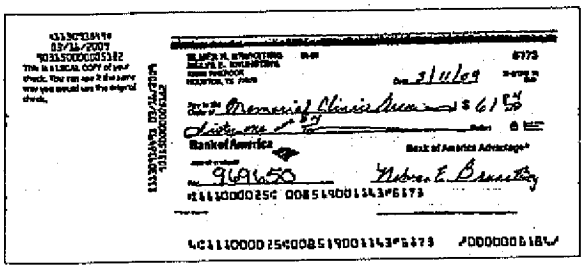
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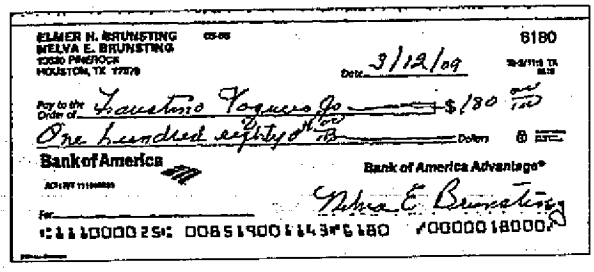
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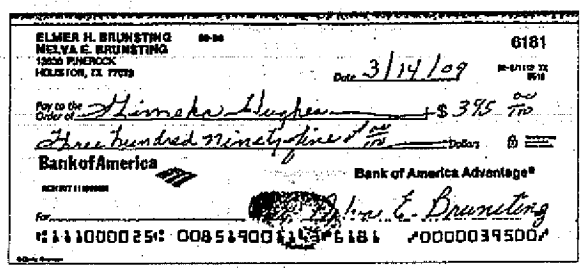
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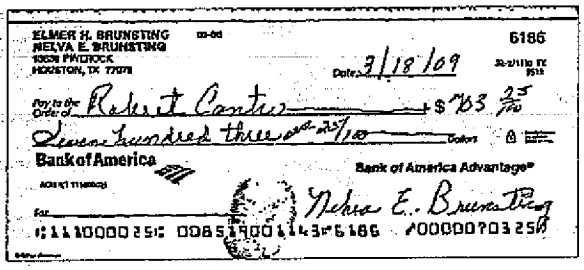
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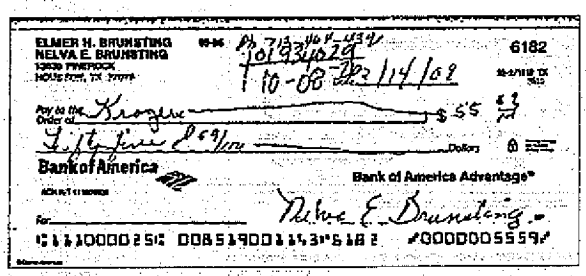
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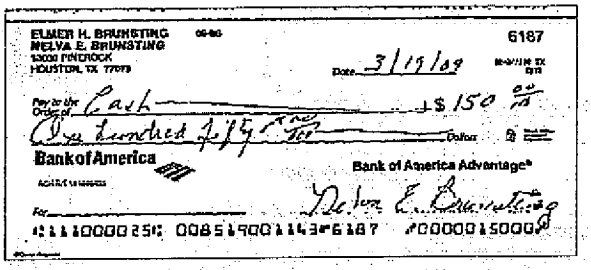
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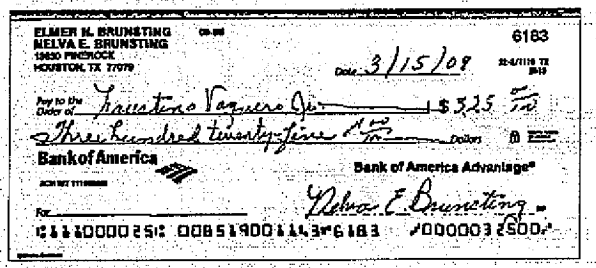
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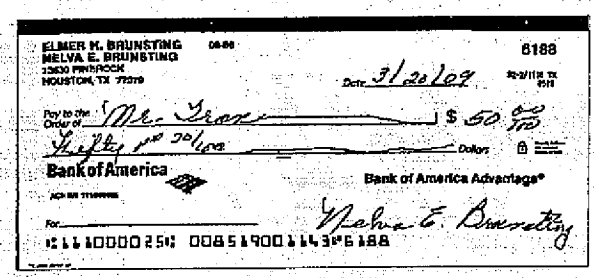
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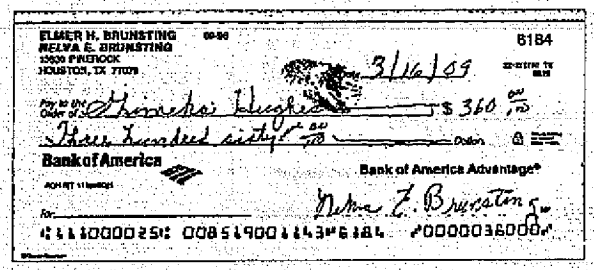
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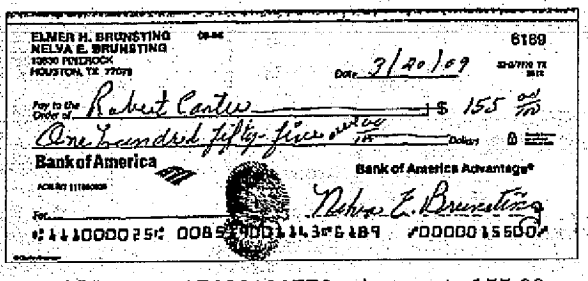
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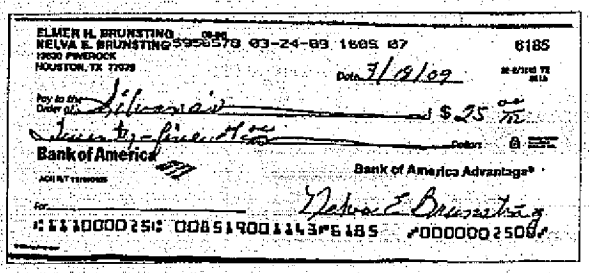
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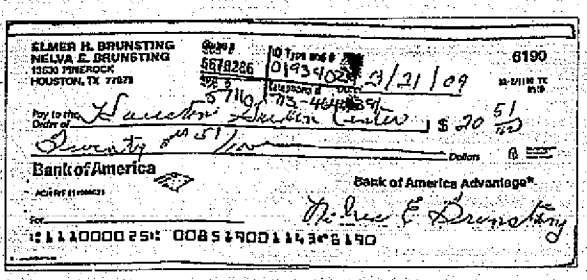
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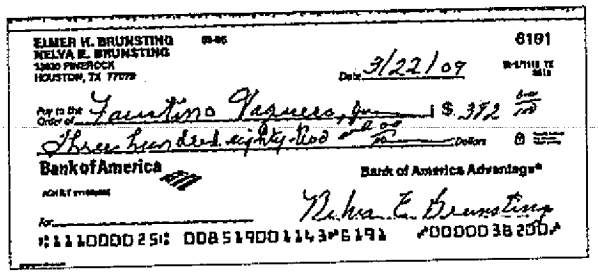


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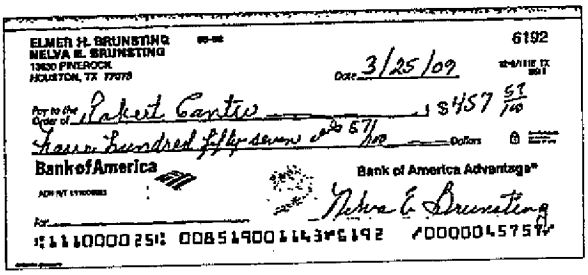
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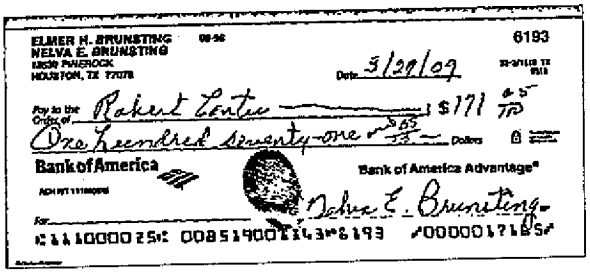
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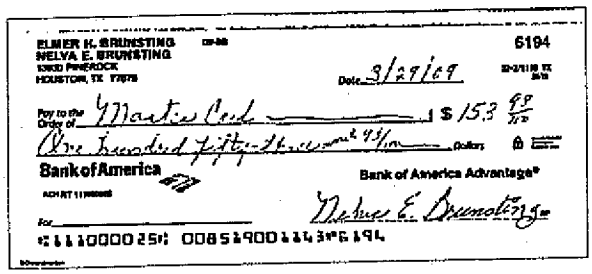
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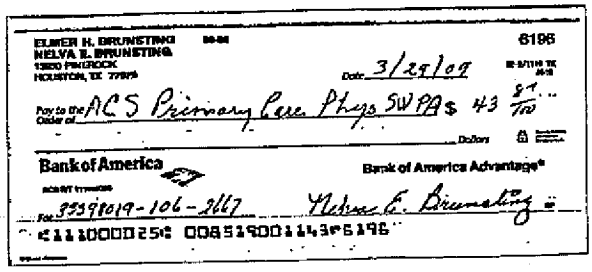
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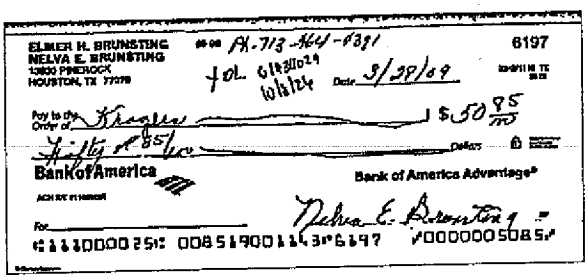
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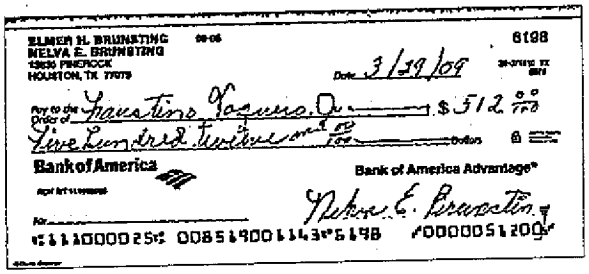
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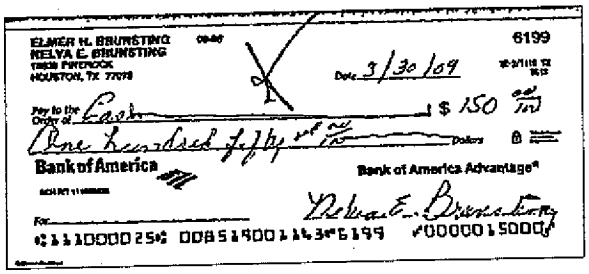
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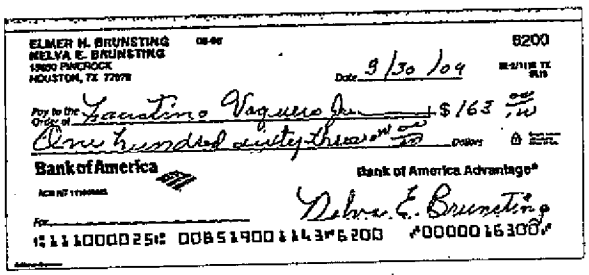
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END OF CHECK IMAGE

Bluebonnet
CREDIT UNION
Discover the Advantage
1314 TEXAS AVENUE, SUITE 1800
HOUSTON, TEXAS 77002
www.bluebonnet.org
bbcu@bluebonnet.org

ACCOUNT #: 13332
PAGE: 1 WC: P
MC: P

002274 * 002274 0001 0005511
NELVA E BRUNSTING
13630 PINEROCK LN
HOUSTON, TX 77079-5914

STATEMENT PERIOD
MONTHLY FROM: 03/01/09
TO: 03/31/09
NON-MONTHLY FROM: 01/01/09
TO: 03/31/09

TRAN DATE	TRAN TYPE	TRANSACTION AMOUNT	RESULTING SHARE BALANCE	LOAN PRINCIPAL	*FINANCE* *CHARGE*	RESULTING LOAN BALANCE
SHARE SUFFIX A - PRIMARY SHARE						
DIVIDEND RATE: .35						
01-01-09	BEG BAL		10.91			
03-31-09	END BAL		10.91			
DIVIDEND YTD		.00				

APYE = ANNUAL PERCENTAGE YIELD EARNED
* ALL SUFFIXES REFLECTED IN THE FOLLOWING TOTALS *

TOTAL YTD DIVIDENDS/INTEREST	TAXABLE:	.00	DEFERRED: {	.00 }
TOTAL YTD FINANCE CHARGE	NON-MTG:	.00	MORTGAGE: {	.00 }

Notify our auditors G. David Edwards, CPA, PA ,PO Box 140168*
Nashvile TN 37214 of any discrepancies.
For statement inquiries call 1-800-582-8275
To verify EFT transactions call BART at 1-800-460-9788

NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Bluebonnet
CREDIT UNION
Discover the Advantage

1314 TEXAS AVENUE, SUITE 1800
HOUSTON, TEXAS 77002
www.bluebonnet.org
bbcu@bluebonnet.org

ACCOUNT #: 5805
PAGE: 1 WC: P
MC: P

002273 * 002273 0001 0005510
E H BRUNSTING
13630 PINEROCK LN
HOUSTON, TX 77079-5914

STATEMENT PERIOD
MONTHLY FROM: 03/01/09
TO: 03/31/09
NON-MONTHLY FROM: 01/01/09
TO: 03/31/09

TRAN DATE	TRAN TYPE	TRANSACTION AMOUNT	RESULTING SHARE BALANCE	LOAN PRINCIPAL	*FINANCE* *CHARGE*	RESULTING LOAN BALANCE
SHARE SUFFIX A - PRIMARY SHARE						
DIVIDEND RATE: .35						
01-01-09	BEG BAL		31.72			
01-31-09	DIVIDEND	.01	31.73			
	TERM: 31 DAYS	AVERAGE DAILY BALANCE:		31.72	APYE:	.38
02-28-09	DIVIDEND	.01	31.74			
	TERM: 28 DAYS	AVERAGE DAILY BALANCE:		31.73	APYE:	.42
03-31-09	DIVIDEND	.01	31.75			
	TERM: 31 DAYS	AVERAGE DAILY BALANCE:		31.74	APYE:	.38
03-31-09	END BAL		31.75			

DIVIDEND YTD .03

APYE = ANNUAL PERCENTAGE YIELD EARNED
* ALL SUFFIXES REFLECTED IN THE FOLLOWING TOTALS *

TOTAL YTD DIVIDENDS/INTEREST	TAXABLE:	.03	DEFERRED: {	.00 }
TOTAL YTD FINANCE CHARGE	NON-MTG:	.00	MORTGAGE: {	.00 }

Notify our auditors G. David Edwards, CPA, PA ,PO Box 140168*
Nashvile TN 37214 of any discrepancies.
For statement inquiries call 1-800-582-8275
To verify EFT transactions call BART at 1-800-460-9788

NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

MetLife®

Brunsting Family Liv Trust Dtd
Fbo the Brunsting Family
13630 Pinerock Ln
Houston, TX 77079-5914

Dear Class Member:

This letter is to inform you that the relief you are entitled to receive as a member of the class-action lawsuit involving the Metropolitan Life Insurance Company is effective March 24, 2000.

It is not necessary that you do anything at this time. Information about the relief, including when the coverage period ends, is listed below in the Relief Summary. We suggest that this letter be filed with your important records.

RELIEF SUMMARY

Class Member..... Brunsting Family Liv Trust Dtd
Annuity Contract Number..... M9232883
Measuring Life..... Nelva E Brunsting
Estimated Accidental Death Benefit Amount..... $4,000.00
Accidental Death Benefit Coverage Period ends on..... 3/24/2003

It is important to note that the benefit provided by the relief is at no cost to you. If your contract is currently in effect, the relief is *in addition to* any benefits you may be entitled to receive under the terms of your annuity and will not impact its benefits, values or guarantees.

To file a claim resulting from the accidental death of the Measuring Life while the benefit is in effect, send due proof of the accidental death to:

Metropolitan Life Insurance Company
Client Relations Center
500 Schoolhouse Road
Johnstown, PA 15904
Attention: Claim Department

If you have questions, please feel free to call 1-800-242-3971 during the hours of 9 a.m. to 7 p.m. Eastern Time.

Sincerely,

MetLife Class Action Information Center

Please Note: Name change information submitted after the settlement date of August 18, 1999, may not be reflected in this letter. If you have notified us regarding a name change, it is not necessary to contact us again.

Voucher Number: 61408111

CU0146271-10A20146323

Group Life Claims Division
P.O. BOX 6100
SCRANTON, PA 18505-6100

MetLife®

STATEMENT OF CLAIM

INSURED:	BRUNSTING, ELMER H	CLAIM NUMBER:	20906006827
PAYEE:	THE BRUNSTING FAMILY TRUST	GROUP/SUB/PAY POINT:	0093445 0000 0000
ADDRESS:	NELVA BRUNSTING TTEE	FACE VALUE:	$ 3735.00
	13630 PINEROCK	INTEREST AMOUNT:	$ 13.51
	HOUSTON TX 77079	AMOUNT PAID:	$ 3748.51

Pd
cancelled

The interest portion of this payment is taxable income and should be included on your federal and state income tax returns. If the interest paid is $200 or more, it will be reported to the IRS, and you will receive Form 1099-INT at year end. Therefore, please notify the claims office listed above of any address changes.

MMSBSS.SCRE(03)(05)

A Stock Company

THE TRAVELERS
INSURANCE COMPANY

HARTFORD CONNECTICUT

Account Number G-34900

CERTIFICATE OF INSURANCE

under

Group Life Policy No. G -164400

issued to

JOHN DEERE & CO.

(Hereinafter called the Policyholder)

by THE TRAVELERS INSURANCE COMPANY, Hartford, Connecticut,
(Hereinafter called the Company)

Date May 31, 1965
Certificate No. 282-32-8905
Insured ELMER H. BRUNSTING
Amount of Paid-up Insurance $3,735.00
Beneficiary NELVA E. BRUNSTING, my Wife, if living, otherwise in equal shares to the Children born of my marriage to said NELVA E. BRUNSTING and to the survivor or survivors of them.

THIS IS TO CERTIFY that the person named above is insured subject to the terms, provisions and conditions of said policy for the amount of Paid-up Insurance specified above purchased for him as an employee of the Policyholder. Except as provided in the section entitled "Cash Payment in Lieu of Insurance" set forth below, such Insurance will remain in force until the death of the Insured.

The amount of the Insured's Paid-up Insurance in force under said policy at date of death will be paid to the Beneficiary designated by the Insured in writing and recorded in the Home Office of the Company.

The Insured may designate a new beneficiary at any time by filing with the Company written request for such change on forms satisfactory to the Company, but such change shall become effective only upon receipt of such request at the Home Office of the Company in Hartford, Connecticut. Upon receipt by the Company of such request the change shall relate back to and take effect as of the date the Insured signed such request whether or not he is living at the time the Company receives such request but without prejudice to the Company on account of any payment made by it before such request shall have been received.

The group policy provides that no assignment by the Insured of any insurance thereunder shall be valid.

MISSTATEMENT OF AGE

The group policy provides that if the age of the Insured shall have been misstated, the amount of the Insured's Paid-up Insurance shall be the amount provided by the premium actually received by the Company and applied to purchase Paid-up Insurance for the Insured thereunder, according to the true age of the Insured, but in no event shall the Insured or Beneficiary be entitled to any benefit to which the Insured or Beneficiary would not have been entitled if the Insured's age had been truly stated.

CASH PAYMENT IN LIEU OF INSURANCE

The group policy provides that the Insured may at any time elect in writing to have the Paid-up Insurance specified above terminated and to receive in lieu thereof the cash value of such Insurance in which event all insurance in force on his life under said policy is terminated. The amount of such cash value shall not be less than the aggregate of

(Continued on the reverse side hereof)

V&F 000580

P.O. Box 2006, Aurora, IL 60507-2006
Fax 708 820-7955

Group Life Products
Administrative Services

MetLife

administrator for The Travelers

Elmer H. Brunsting
13640 Pinerock
Houston, TX 77079

164400

RE: Group Policy - 164400

Dear Mr. Brunsting,

As requested we have changed the beneficiary to read: ✓

NELVA E. BRUNSTING - SPOUSE

As requested we have change the contingent beneficiary to read:

CANDACE L. CURTIS - DAUGHTER
CAROL A. BRUNSTING - DAUGHTER
CARL H. BRUNSTING - SON
AMY R. TSCHIRHART - DAUGHTER
ANITA K. RILEY - DAUGHTER

Please attach this Change of Beneficiary form to the reverse side of the Paid-Up certificate.

Thank you for bringing this change to our attention.

Sincerely,

Clare Cook
Clare Cook
Paid-Up
Group Life Products

August 23, 1996 ✓

Enc.

YOUR BENEFITS ARE PROVIDED UNDER A POLICY THAT IS INSURED BY: THE TRAVELERS, ONE TOWER SQUARE, HARTFORD, CT 06183 (203) 277-0111.

Metropolitan Life Insurance Company

13630 Pinerock
Houston, TX 77079 0807 9768
June 27, 1996

The Travelers Insurance Co.
Group Dept. Underwriting Div.
One Tower Square
Hartford, CT 06115

Policy G-164400 - John Deere & Co. Policy
or G-34900 Paid-Up
SS# 232-32-8905

Gentlemen:

I wish to update my contingent beneficiary list and change the mode of payment to the following.

Beneficiary; Nelva E. Brunsting, Wife, DOB 10.8.26 13630 Pinerock, Houston, TX 77079. Mode of settlement, Lump Sum.

Contingent Beneficiaries: All of our children,
Candace L Curtis, Daughter, DOB 3.12.53, 5557 Sepulveda, Concord, CA 94521
Carol A. Brunsting, Daughter, DOB 10.16.54, 5822 Jason Houston, TX 77074
Carl H. Brunsting, Son, DOB 7.31.57, 5629 Flack Dr. Houston, TX 77081
Amy R. Tschirhart, Daughter, DOB 10.7.61, 969 Fredericksburg, TX 78130
Anita K. Riley, Daughter, DOB 8.7.63, 203 Bloomingdale Cir., Victoria, Tx 77904 in equal shares or to the survivors in equal shares or all to the survivor. Mode of settlement, Lump Sum.

Thank You

Elmer H Brunsting

Elmer H. Brunsting

A Stock Company

THE TRAVELERS
INSURANCE COMPANY

HARTFORD CONNECTICUT

(Hereinafter called the Company)

CERTIFICATES OF INSURANCE

under

Group Life Policy No. G 164400
Group Accident and Sickness Policy No. GA 164400

covering Employees of

JOHN DEERE CHEMICAL COMPANY

(Hereinafter called the Employer)

Date April 9, 1962
Certificate No. 282-32-8905
Employee Elmer H. Brunsting
Beneficiary—The Beneficiary designated by the Employee in writing and filed at the office of the Employer where the records of the insurance are maintained.

SUMMARY OF THE PLAN AS TO AMOUNTS OF NON-CONTRIBUTORY TERM LIFE INSURANCE AND PRINCIPAL SUM OF ACCIDENT INSURANCE

	Amount of Non-Contributory Term Life Insurance	Principal Sum of Accidental Death, Dismemberment and Loss of Sight Insurance
Less than Six months of continuous employment	$ 500	$ 500
Six months of continuous employment but less than Two years of service credit*	2,500	2,500
Two years and over of service credit*	**	**

*Service credit will be determined in accordance with the Employer's Service Credit Plan.

**One year's earnings but with a minimum of $2,500 and a maximum of $50,000. "One year's earnings" shall be for the year providing the highest total of all straight time salary payments, or straight time wage payments, plus vacation pay and pay for unworked holidays, during any One of the Three calendar years immediately preceding the date of loss or death, or preceding the last day worked in the case of permanent total disability, as the case may be.

1. The amounts of insurance are to be determined by period of service in accordance with the above table and are to be changed, subject to the maximum and minimum amounts stated above, with continued service on the date on which the period of service is completed, or service credit accrues, as the case may be. No change in the principal sum of accident insurance shall change the amount to be paid for loss resulting from injury sustained prior to the date of such change.
2. If, for any full calendar year, the annual straight time salary or straight time wage payments plus vacation pay and pay for unworked holidays of any Employee, who has received Two or more years of service credit has changed from the previous full calendar year, the amounts of insurance are to be changed accordingly for the following calendar year, subject to the above provision for the highest of the last Three calendar years and to the above maximum and minimum amounts. No such change in the principal sum of accident insurance shall change the amount to be paid for loss resulting from injury sustained prior to the effective date of such change.

These Certificates replace any and all Certificates pertaining to Group Non-Contributory Term Life Insurance and accidental death, dismemberment and loss of sight insurance previously issued for delivery to the Employee under the above specified group policies.

V&F 000583

Travel

Dr. E. H. Brunsting
13630 Pinerock
Houston, TX 77079
February 9, 1982

The Travelers Insurance Co.
One Tower Square
Hartford, CT 06115 06183-9001

ATTENTION: Group Department
Underwriting Division

Gentlemen:

I hold a Certificate of Insurance under Policy No. G-164400 issued to John Deere and Co.

Date May 31, 1965
Certificate No. 282-32-8905
Insured Elmer H. Brunsting
Amount of Paid Up Insurance $3,735.00

Will you please advise the current cash surrender value of this policy? My current address is:

13630 Pinerock
Houston, TX 77079

Thank you,

Elmer H. Brunsting

E. H. Brunsting

A STOCK COMPANY

THE TRAVELERS Insurance Company

HARTFORD, CONNECTICUT.
(Hereinafter called the Company)

CERTIFICATE OF INSURANCE

under

Group Life Policy No. G 644

covering Employees of

GRAND RIVER CHEMICAL DIVISION OF DEERE & COMPANY

(Hereinafter called the Employer)

Date	April 2, 1956
Certificate No. C—	282-32-8905
Employee	Elmer H. Brunsting
Beneficiary	Nelva E. Brunsting, wife, if living, otherwise in equal shares to Candace L., Carol A. and any other children born of my marriage to Nelva E. Brunsting and to the survivors or survivor of them.

SUMMARY OF THE PLAN AS TO AMOUNTS OF PAID-UP INSURANCE AND ADDITIONAL TERM INSURANCE

SECTION 1. TOTAL AMOUNT OF INSURANCE

The total amount of insurance under this Certificate as to the Employee insured hereunder is to be determined on the date his insurance hereunder becomes effective, in accordance with the Table below upon the basis of his Annual Salary Rate, excluding Bonus Payments, as of such date, as determined and recorded by the Employer. The total amount of insurance as to each Employee is to be re-determined on each January 1 in accordance with the Table below upon the basis of his Annual Salary Rate, excluding Bonus Payments, as of the November 1 immediately preceding such January 1, as determined and recorded by the Employer; provided, however, that no increase in amount of insurance shall become effective as to any Employee who is not actually at work on his last scheduled working day prior to such January 1 until the date on which he actually returns to work.

Annual Salary Rate Exclusive of Bonus Payments	**Total Amount of Life Insurance—Paid-up and Additional Term Combined**
Less than $3,000	$1,000
$3,000 but " " 4,000	1,500
4,000 " " " 5,000	2,500
5,000 " " " 6,000	4,000
6,000 " " " 7,000	6,000
7,000 " " " 8,000	7,000
8,000 " " " 9,000	8,000
9,000 " " " 10,000	9,000
10,000 " " " 11,000	10,000
Increase by $1,000 for each class	Increase by $1,000 for each class, subject to a maximum amount of $50,000

Such insurance is to be Additional Term Insurance, or part Paid-up Insurance and the remainder Additional Term Insurance, as hereinafter provided.

SECTION 2. AMOUNT OF ADDITIONAL TERM LIFE INSURANCE

The amount of Additional Term Life Insurance as to each Employee insured hereunder is to be at all times an amount equal to the excess of

(a) the applicable amount determined in accordance with Section 1. above, over
(b) the amount of the Paid-up Insurance in force hereunder on his life.

Whenever an amount of Paid-up Insurance is purchased by the payment of premium as described in the section entitled "Purchase of Paid-up Insurance" the amount of Additional Term Life Insurance on the life of such Employee is automatically decreased by the amount so purchased.

SECTION 3. AMOUNT OF PAID-UP INSURANCE

The amount of Paid-up Insurance for which each Employee is to be insured hereunder is to be the amount provided by his Employee Payments actually received by the Company and applied to purchase Paid-up Insurance for him in accordance with the provisions of the section entitled "Purchase of Paid-up Insurance."

This Certificate replaces any and all Certificates pertaining to Paid-up Insurance and Additional Term Life Insurance previously issued for delivery to the Employee under the above specified group policy.

V&F 000585

Metropolitan Life Insurance Company

MetLife Customer Service Center
700 Quaker Lane
PO Box 300, Warwick, RI 02887-0300

MetLife®

Metlife client deposited check $9,792.33 ? divid term prem interest 9141.

Elmer H Brunsting
13630 Pinerock Lane
Houston TX 77079 5914

Re: Policy 021 282 000 A ✓

Dear Mr Brunsting,

Thank you for giving me the opportunity to discuss your policy benefits with you.

We have noted our records so that your future annual dividend will pay the policy's anniversary premium. If the dividend is insufficient to pay the full premium, you will be billed for the difference. However, if there is any excess dividend, it will be sent to you in a check.

For questions or service, please contact your MetLife Financial Services Representative, or call our customer service number, 1-800-MET-5000 (1-800-638-5000).

Sincerely,

Douglas Uhlig

MetLife Customer Response Center
April 21, 2004
DU / cb

Still there? Yes

see Nelva
face amt. + unit + div etc.
$9792.33
09/24/2009 Cy

APPLICATION AMENDMENT

POLICY NO.
21 282 000A Elmer H Brunsting 4-14-54
← APPLICATION DATED

To the Metropolitan Life Insurance Company:

The undersigned hereby amends the application for Life insurance made to your Company on the date stated above

By requesting that the policy issued bear date of issue of March 28, 1954.

These amendments and declarations are to be considered as a part of the said application and subject to the agreements, covenants, and statements therein contained. The said application, together with these amendments, is to be considered as the basis of and as a part of the contract of insurance. The said application, as amended, is correct and true, and I hereby ratify and confirm the statements therein made as of the date hereof.

Signed and dated at Pryor, Okla. this 11th day of May 1954

Witness to Signature J.A. Woodall Elmer H. Brunsting
Signature of Applicant

METROPOLITAN LIFE INSURANCE COMPANY

THE LIGHT THAT NEVER FAILS

A MUTUAL LIFE INSURANCE COMPANY INCORPORATED BY THE STATE OF NEW YORK

HOME OFFICE NEW YORK

HEREBY INSURES THE LIFE OF

ELMER H BRUNSTING

herein called the Insured, in accordance with the terms of this Policy, No. 21 282 000 A, and

Promises to Pay at Its Home Office in the City of New York,

upon receipt of due proof of the death of the Insured and upon surrender of this Policy,

NINETY ONE HUNDRED FORTY ONE Dollars
(AMOUNT OF INSURANCE)

to NELVA E BRUNSTING WIFE

Beneficiary,

or if the Beneficiary is not living when the Insured dies, then to
CANDACE L BRUNSTING DAUGHTER AND ANY CHILD OR CHILDREN BORN OF THE MARRIAGE OF THE SAID SPOUSE OF THE INSURED WITH THE INSURED IN EQUAL SHARES OR TO THE SURVIVORS IN EQUAL SHARES OR ALL TO THE SURVIVOR

contingent Beneficiary.

The right on the part of the Insured to change the Beneficiary is reserved.

The right on the part of the Insured to change the contingent Beneficiary is reserved.

This Policy is issued on the basis of the Insured's age being 32 years and in consideration of the Application therefor, copy of which Application is attached hereto and made part hereof, and of the payment of the premiums as hereinafter provided. A premium of $ 216.37 is payable as of the date of issue and maintains this Policy in force for a period of 12 months from its date of issue as set forth below. Subsequent ANNUAL premiums in the amounts shown below are payable on the 28TH day of each MARCH (herein called the due date) until premiums, including the first premium, shall have been paid for the number of full years shown below or until the prior death of the Insured, except as any such premium may be waived in accordance with the provision of this Policy entitled "Total and Permanent Disability Benefit".

	AMOUNT	NUMBER OF FULL YEARS PAYABLE
Premium for the Life Insurance (including the cost of the Total and Permanent Disability Benefit)	$ 207.59	For Life
Premium for the Accidental Means Death Benefit	$ 8.78	33
Total ANNUAL Premium under this Policy	$ 216.37	

The Provisions and Benefits printed or written by the Company on the following pages are a part of this Policy as fully as if recited over the signatures hereto affixed.

In Witness Whereof, the Metropolitan Life Insurance Company has caused this Policy to be executed this 28TH day of MARCH 1954 which is the date of issue of this Policy.

W. J. Barrett
Secretary.

Policy Registrar.

President.

WHOLE LIFE POLICY

With premiums payable during life.
Insurance payable at death only.
Total and Permanent Disability Benefit—Limited.
Accidental Means Death Benefit—Limited. Annual Distribution of Divisible Surplus.

V&F 000588

ELMER (FIRST NAME) H. (MIDDLE INITIAL) BRUNSTING (LAST NAME)

2. Have you ever changed your name by marriage or otherwise? (*If yes, give the previous name or names.*) NO

3. Residence. (*If R.F.D. route, give route and approximate location.*) Apt. No.
No. 221 (Print) No. ORA (No. and St., or R.F.D. No., or other description) Floor
City or Town (Print) PRYOR Postal Zone No.
County MAYES State OKLAHOMA
How long have you resided at this address? 4 yrs. Give other addresses in last 3 years.
78 CARL RD. GRAND ISLAND, NEW YORK
1119 JOSEPH CAMPAU CINCINNATI 31, OHIO
Is this address: Rural [ ] Suburban [ ] Urban [ ]
Shall communications come to you at residence? [ ] Place of business? [ ]

4. Place of birth (TOWN OR CITY) Hull (STATE OR FOREIGN COUNTRY) IOWA

5. Date of Birth: Month 9 Day 29 Year 27 Age nearest birthday 33 years

6. Single [ ] Married [ ] Widowed [ ] Divorced [ ] Separated [ ]

7. How many are dependent on you for support? (*Give relationships and ages.*) Wife

8. Occupation (a) Job title CHEMICAL ENGINEER - NO LAB WORK - WORK IN OFFICE MAKING CALCULATIONS - NO PROCESS WORK.
(b) Duties

9. (a) Employer (*Name of Firm*) GRAND RIVER CHEM. DIV. OF JOHN DEERE
(b) Business address (No. and Street) PRYOR (City or Town) OKLA. (State)
(c) How long have you worked for this employer? 2 WEEKS
(d) Nature of employer's business MAKES AMMONIA UREA
(e) If beer, wine, or liquor is manufactured or sold, is it a major part of the business? NO

10. Do you also have a part-time or seasonal occupation? (*If yes, state when and give details of occupation and employer.*) NO

11. Do you contemplate any change in occupation? (*If yes, state when and give details of occupation and employer.*) NO

12. Have you, within the last 5 years, been engaged in any occupation other than your present one? (*If yes, state such occupation and the periods so engaged.*) NO

13. (a) Have you flown as a pilot or student pilot within the last five years? NO
If yes, state the date of your last such flight
(b) Do you intend to fly as a pilot or student pilot within the next 12 months? NO (*If yes, complete Aviation Supplement 030-Aer.*)
(c) Have you flown other than as a pilot or student pilot within the last two years? yes
Do you intend to so fly within the next 12 months? NO (*If yes in either case, give particulars below. If none, so state.*)

	1-5 years ago	Last 12 Mos.	Next 12 Mos.
Hours flown as passenger on scheduled airlines	50	30	0
Hours of other flying (*Specify kinds*)	0	0	0

Do you have duties in connection with such flying?

14. Have you within the last two years, traveled or resided outside the United States or Canada? NO Do you intend to do so within the next two years? NO (*If yes in either case, state where, to for what purpose and for how long.*)

15. Have you ever been declined, postponed, rated up, charged an extra premium or offered a reduced or modified policy by any Company or Association in connection with an application for Life, Accident, or Health Insurance? (*If yes, give particulars, including names of Companies, dates, and action taken.*) NO

While Life Insured with the

17. Is the Accidental Means Death Benefit desired? yes

18. Amount of Insurance Desired: $9141 Premium Payable: [X] Annual [ ] Semi-annual [ ] Quarterly [ ] Monthly
Classification Applied For: [X] Ordinary [ ] Intermediate [ ] Special Class [ ] Special Class B
If premium payable is monthly and amount of premium is $10.00 or less, this application is for a policy in the Monthly Accounting Branch.

19. (a) Beneficiary in case of your death. (*Print first name, middle initial, last name.*) NELVA E. BRUNSTING
Relationship WIFE Age 27
Address SAME
The right to change the above-named Beneficiary without the consent of said Beneficiary is reserved.
Unless otherwise indicated, if two or more beneficiaries are named, any payment to them shall be made in equal shares or to the survivors in equal shares or all to the last survivor.
(b) Contingent Beneficiary (*Print first name, middle initial, last name*) CANDACE L. BRUNSTING & ANY CHILD OR CHILDREN BORN OF MY MARRIAGE & MY SAID SPOUSE WITH ME
Relationship DAUGHTER Age 1
Address SAME
The right to change the above-named Contingent Beneficiary is reserved.
Beneficiary without the consent of said Contingent Beneficiary is
Unless otherwise indicated, if two or more contingent beneficiaries are named, any payment to them shall be made in equal shares or to the survivors in equal shares or all to the last survivor.

20. The following are the details of all Life insurance now in force on my life in all companies (including National Service Insurance, fraternals, etc.). (*If none, so state.*)

Name of Company	Amount	Plan of Insurance	Year Issued	If in Metropolitan, Give Policy Numbers
OHIO NAT'L	15000	Ord	1950	
N.Y.L.I.	10000	Ord	1952	
TRAVELERS	500	Ord	1953	
N.Y. LIFE	1000	Ord	1936	

Included above is $ NO Business Insurance. The Accidental Means Death Benefit is included in $ NO Personal Insurance, and $ NO Business Insurance.

21. Is any other application for Life Insurance now pending or contemplated? NO (*If yes, give full particulars, including amounts and company names.*)
Is it in addition to the Insurance herein applied for?

22. (a) Is the policy applied for intended to replace insurance (including Group insurance and National Service Life insurance) in force in this or any other Company or association? (*If yes, give the particulars.*) NO
(b) Is the first premium on the policy applied for to be paid by loan, cash value or change allowance on other Ordinary or Industrial insurance? NO (*If yes, give the particulars.*)

23. (a) What amount has been paid in advance on account of the first premium? $223.10
(b) Are premiums actually to be paid by you? yes
If "No," who will pay the premiums and what is his or her relationship to you?

24. TO BE COMPLETED IN THE CASE OF A WOMAN APPLICANT, IF MARRIED. (a) Husband's name (*Print*)
(b) His age (c) His occupation (d) How much Life Insurance does he carry?
(e) In what Companies? (f) In whose favor?
(g) Is application on his life now being submitted? If yes, give particulars
(h) How many children have you now living? (i) State age and occupation of each.

The foregoing statements and answers are true and complete. It is agreed that: 1. The statements and answers in Part A and Part B of the application for this insurance shall form the basis of the contract of insurance, if one be issued.
2. No agent, medical examiner or any other person, except the President, Vice-Presidents, Actuaries, Treasurers or Secretaries of the Company, has power on behalf of the Company: (a) to make, modify or discharge any contract of insurance or (b) to bind the Company by making any promises respecting any benefits under any policy issued hereunder.
3. No statement made to or by, and no knowledge on the part of, any agent, medical examiner or any other person as to any facts pertaining to the applicant shall be considered as having been made to or brought to the knowledge of the Company unless stated in either Part A or Part B of the application for this insurance.
4. The Company shall incur no liability under this application until a policy has been delivered and the full first premium specified in the policy has actually been paid to and accepted by the Company during the lifetime and continued insurability of the applicant, in which case such policy shall be deemed to have taken effect as of the date of issue as recited therein, except as follows: If an amount equal to the full first premium on the policy applied for is paid to and accepted by the Company at the time Part A of this application is signed and if this application is approved at the Company's Home Office for the class, plan and amount of insurance herein applied for, then the insurance in accordance with the terms of the policy applied for shall be in force from the date hereof.

Signed by applicant and dated at Tryon Okla this 14th day of April 19 54
Witness to signature Howard Lee Signature of applicant Elmer H. Brunsting

The spaces below are for the applicant's answers only. Nothing but his answers should be inserted. Statements of or comments by Medical Examiner must be recorded in Part C.

1. Are you now in good health and able to carry out your full duties? (*If no, give full particulars.*)

2. (a) When were you last sick? Month Year Name of Doctor (*Give full particulars below in answering Questions 3, 4 and 5.*)
Nature of sickness (Doctor's diagnosis, if you had a doctor) Childhood disease
(b) How much time have you lost from school or work in the past five years on account of poor health? no

3. Have you ever had or been treated for or sought advice concerning any ailment or disease of:	Yes or No
(a) The heart or lungs?	NO
(b) The brain or nervous system?	NO
(c) The stomach, intestines, gall-bladder or liver?	NO
(d) The prostate, bladder, pelvic organs or kidney, including stones?	NO
(e) The bones, glands, eyes or ears?	NO
4. Have you ever had or been treated for or sought advice concerning:	
(a) Tuberculosis, pleurisy, asthma, anemia or any disease of the blood or blood vessels?	NO
(b) Nervousness, epilepsy, convulsions, or any form of paralysis, insanity or syphilis?	NO
(c) Diabetes, nephritis or sugar or albumin in your urine?	NO
(d) Cancer, tumor, ulcers, rheumatism, gout, arthritis or varicose veins?	NO
(e) High blood pressure? (*If yes, how high was the blood pressure?*)	NO
(f) Any injury or occupational disease?	yes

If answer to any questions or questions in 3 or 4 is "Yes," give full details including (i) all dates of consultations and treatments, and duration of *each* illness, ailment or incapacity, (ii) name and address of *each* doctor or hospital, (iii) name of *each* condition or symptom, and severity, number of attacks, treatment, results and any complications:
Broken bone in left foot while in Navy

5. (a) Have you ever been a patient in or visited a hospital, clinic, dispensary or sanatorium for observation, examination or treatment?	NO
(b) Have you ever had or been advised to have a surgical operation?	NO
(c) Have you ever been advised to modify or restrict your eating, drinking or living habits because of any health condition?	NO
(d) Do you have periodic physical examinations or check-ups?	yes- Exam. for Employment -
(e) Have you ever had an electro-cardiogram or X-ray examination or any laboratory examinations or tests?	yes- Chest X Ray - Dr. employment Board
(f) Have you consulted any physician, healer or other practitioner within the past 5 years for any reason not mentioned above?	NO

If answer to any question or questions in 5 is "Yes," give full details including date and duration of *each* occasion, name and address of *each* institution or *each* doctor visited, and reasons for and results of examination, hospitalization, operation, diet or any laboratory examinations or tests:

6. (a) Have you ever received or applied for pension, disability, or compensation benefits from any source?	NO
(b) Were you ever rejected for military service after a physical examination or medically discharged from the armed forces?	NO

Give medical reasons for application for pension or other benefits, rejection or discharge, and extent of disability:

7. (a) Have you within the last 5 years applied for Life, Accident or Health insurance?	NO
(b) If yes, were you, in any case, declined, postponed, rated up, charged an extra premium or offered a reduced or modified policy?	NO

If answer to question 7(b) is "Yes," give particulars of all such cases.

8. (a) To what extent do you use alcoholic beverages? None
(b) Have you ever used them to excess? NO
If so, when and for how long?

9. Family Record

	Age at Present If Living	If Dead: Age at Death	If Dead: Cause of Death
Father	55		
Mother	54		
Brothers and Sisters	None		

(c) Did your father or mother or any of your brothers or sisters ever have heart disease, high blood pressure, diabetes, insanity or tuberculosis? (*If yes, give full particulars for each.*) None

(d) Have you during the past five years been associated with any person suffering from tuberculosis? (*If yes, give full particulars and state precautions taken.*) None

I have read the foregoing answers before signing. They have been correctly written, as given by me, and are true and complete. There are no exceptions to any such answers other than as stated herein.

Dated at Tryon Okla this 15 day of April 19 54
Witness to Signature Howard E. Brunsting M.D. Signature of Applicant Elmer H. Brunsting

Form 036K-9

V&F 000589

Ohio State Life Insurance Company
P.O. Box 13487 • Kansas City, Missouri 64199-3487

#9120.76 W=B

November 29, 2001

#15,663.08 #6,542.32 W=B.
Edward Jones

Elmer H. Brunsting
13630 Pinerock
Houston, TX 77079

Reference: 21136664
Policy Number: 49-03223450
Insured: Elmer H. Brunsting
Owner: Elmer H. Brunsting

Dear Elmer H. Brunsting:

Per your request, we have withdrawn dividends in the amount of $81.69 and repaid your loan in full. All policy values have been restored.

If you have any questions, or if we can be of further assistance, please contact our Customer Service department toll free at (877) 274-7779 between 7:30 a.m. and 5:00 p. m. Central Standard Time, Monday through Friday.

Sincerely,

Customer Service Department

12/2000

Ohio State Life Ins Co Phone #
1-800-772-1387
Policy # 49-0372 3410

$50,369 current value

$644 death benefit

Owners - Present owner -
KC

Mary -

Mtg -
Julie - $138.18 - due 12/15
+ 30 days

P.O. 13487 KC MO 64199-348

Paid 2000 Premium $71.16

OHIO STATE LIFE INSURANCE COMPANY

Administrative Office:
500 North Akard
Dallas, Texas 75201

02/22/2000

BRUNSTING, ELMER H.
13630 PINEROCK
HOUSTON, TX 77079

RE: 49 49 03223450

Dear Policyowner:

Please attach the endorsement found on the back side of this letter to your Ohio State Life insurance policy. The endorsement reflects the change in domiciliary state for Ohio State Life Insurance Company from Ohio to Texas. This endorsement in no way changes the provisions of your life insurance policy.

OHIO STATE LIFE INSURANCE COMPANY

THE OHIO STATE LIFE INSURANCE COMPANY

Should
Allowed
12/1/00
D/ not Cal

ENDORSEMENT

THIS ENDORSEMENT SHOULD BE PERMANENTLY PLACED WITH YOUR OHIO STATE LIFE INSURANCE COMPANY POLICY.

As of November 3, 1998, the Home Office of the Ohio State Life Insurance Company changed from Columbus Ohio to Dallas, Texas.

All policies will be administered from the offices at:

500 North Akard Street
Dallas, Texas 75201

Mail: P.O. Box 219061
Dallas, Texas 75221-9998
1-800-752-1387

KC- 1 ~~800~~ 877-274-7779

Secretary

Mail Bill about 2 weeks before due

OAA4102

☐ The Ohio State Life Insurance Company
P.O. Box 910, Columbus, OH 43216-0910

☐ Investors Guaranty Life Insurance Company
P.O. Box 910, Columbus, OH 43216-0910

REQUEST TO CHANGE NAME OR BENEFICIARY

☐ Return to agent _____ for delivery.
☐ Send directly to policy owner.

The above company *(check one)* is hereby authorized and requested to make the following changes in its records. The original copy of this form will be acknowledged and a copy will be returned to you.

Name • ELMER H. BRUNSTING
Address • 13630 PINEROCK
City, State & Zip Code • HOUSTON TX 77079

Policy Number 00322345
Name of Insured ELMER H BRUNSTING

☒ New address of *(check one)* ☐ Insured ☐ Beneficiary

CHANGE IN NAME OF INSURED (Please print or type)

From: _____ TO NAME THE CONTINGENT BENEFICIARIES

Old Name Signature _____ New Name Signature _____

REASON FOR CHANGE: ☐ Marriage ☒ Court Order* ☐ Adoption ☐ Correction *If by reason of court order, attach a copy of that order.

CHANGE IN BENEFICIARY: The beneficiary designation under this policy shall be changed as hereinafter provided. If more than one name to a class, proceeds will be payable share and share alike, survivors or survivor, unless otherwise stated. (Must be percentage or fraction if split. All living persons you wish to designate as beneficiary must be listed by name.)

CLASS	NAME	ADDRESS	RELATIONSHIP TO INS'D*	DATE OF BIRTH
Primary Beneficiary	NELVA E. BRUNSTING	13630 PINEROCK HOUSTON TX 77079	WIFE	10/8/26
WW	CANDACE L. CURTIS	556 TSEPULVEDA CONCORD CA. 94521	DAUGHTER	3/11/53
Contingent Beneficiary	CAROL A. BRUNSTING	5822 JASON HOUSTON TX 77079	DAUGHTER	10/16/54
	CARL H. BRUNSTING	3629 FLACK DR. HOUSTON TX 77081	SON	7/31/57
	AMY R. TSCHIRHART	965 FROFRICKSBURG NEW BRAUNFELS, TX 78130	DAUGHTER	10/7/61
	ANITA K. RILEY	203 BLOOMINGDALE CR VICTORIA TX 77904	DAUGHTER	8/7/63

Complete the following:
☐ DO ☒ DO NOT include "other children" as ☐ Primary Beneficiary ☒ Contingent Beneficiary *(check one)* to share and share alike survivors or survivor with any other beneficiaries of the respective designated class, whether Primary or Contingent. *(See reverse side for definition of "other children.")*
☒ I DO ☐ I DO NOT request that if any beneficiary named above dies before 15 or PRIOR TO PAYMENT days following the insured's death *(exclusive of the date of death)*, payment shall be made in the same manner as if the beneficiary predeceased the insured.

*IF RELATIONSHIP TO INSURED IS "TRUSTEE," COMPLETE THE FOLLOWING:

☐ Trust is created by Insured's Last Will and Testament and Paragraph 1 on reverse side applies.
☐ Trust has already been created with:

_____ as trustee(s).
NAME OF TRUSTEE(S) STREET ADDRESS CITY & STATE

Under written agreement dated _____ and Paragraph 2 on reverse side applies.
MONTH DAY YEAR

This change of beneficiary shall take effect only when registered by the Company, but when so registered, whether the Insured be then living or not, shall relate back to and take effect as of the date of this designation.

Signed at Houston TX this 10th day of July 19 96.
CITY AND STATE

X Elmer H Brunsting
POLICYOWNER

X _____
POLICYOWNER'S SPOUSE *(if policy is community property)*

HOME OFFICE USE ONLY

Registration and acknowledgement of receipt:

Date JUL 17 1996 Signed _____
REGISTRAR

5/90

SUBMIT IN DUPLICATE — SIGN EACH COPY IN INK — DO NOT SEND POLICY

V&F 000594

☑ **Ohio State Life Insurance Company**
2500 Farmers Drive
Columbus, Ohio 43235

☐ **Investors Guaranty Life Insurance Company**
2500 Farmers Drive
Columbus, Ohio 43235

Policy Change Confirmation

Date July 17, 1996

Elmer H. Brunsting
13630 Pinerock
Houston, TX 77079

RE: Policy No. 00322345

1. The following changes have been made to this policy in accordance with your request.
   - ☑ Change of Beneficiary
   - ☐ Change of Name
   - ☐ Settlement Agreement Added or Revised
   - ☐ Assignment or Re-Assignment
   - ☐ Owner and/or Contingent Owner
   - ☐ Duplicate Policy or Certificate Issued
   - ☐ Policy Reclassified and/ or Changed in Plan
   - ☐ Policy Reduced in Amount
   - ☐ Policy Increased in Amount
   - ☐ Accidental Death Added or Cancelled
   - ☐ Waiver of Premium Added or Cancelled
   - ☐ Endorsed for Paid Up Insurance
   - ☐ Policy Redated
   - ☐ Family Plan Rider Added
   - ☐ Children's Family Plan Rider Added
   - ☐ Conversion of Term Policy or Term Rider
   - ☐

2. Enclosures
   - ☐ Policy(ies)
   - ☐ Refund
   - ☑ Endorsed Copy(ies) of Document to be Placed with Policy

3. ☐

R. Gochenour

Policy Service

CC# 19A2E99997

A-4575 7/91

☐ **Investors Guaranty Life Insurance Company**
2500 Farmers Drive/P.O. Box 910/Columbus, Ohio 43216
Affiliated with Farmers Insurance Group

☑ **Ohio State Life Insurance Company**
2500 Farmers Drive/P.O. Box 910/Columbus, Ohio 43216
Affiliated with Farmers Insurance Group

Date July 3, 1996

Elmer H. Brunsting
13630 Pinerock
Houston, TX 77079

RE: Policy No. 00605102 & 00322345

Your request for Beneficiary Change
has been received and we call your special attention to the sections checked below.

1 The following item(s) are enclosed to be completed and returned to this Office.

- ☐ Amendment to Application
- ☑ Change of Beneficiary
- ☐ Settlement Agreement
- ☐ Transfer of Ownership
- ☐ Application for Paid-Up Insurance
- ☐ Assignment
- ☐ Release of Assignment
- ☐ Lost Policy Affidavit
- ☐ Application for Change or Additional Benefits
- ☐ Application for Reinstatement
- ☐ Consumer Authorization Form
- ☐

2 So that we can complete your request, please provide the items listed below.

- ☑ Full birthdate of beneficiaries
- ☑ Relationship of beneficiary to insured
- ☑ Full address of beneficiary
- ☑ Signature of policyowner
- ☐ Premiums totalling $ _____
- ☐ Owner's signature on enclosed Customer Service Application
- ☑ Please complete all highlighted areas that apply

3 According to the terms of your Universal Life contract, this request can be processed after the first policy year.

- ☐ Please resubmit your request after the policy has been in force one year
- ☐

4 ☐

R. Gochenour

Policy Service

CC# 19A2E99997

A-4574 6-87

PAYEE'S COPY

McFarland

NAME AND ADDRESS OF PAYEE

Elmer H. Brunsting
Star Route #1
Pryor, Okla.

MAIL TO James C. McFarland

DATE

CHECK NO.

OCT 5 1965

POLICY OR ANNUITY NO. | MODE | PAR | N.P. | NAME OF INSURED OR ANNUITANT IF OTHER THAN PAYEE

STATEMENT 322,345

			ACCT. NO.
SURRENDER VALUE $367.95 Paid-Up Additions			
DIVIDEND IN CASH	198.32		29
DIVIDENDS ON DEPOSIT			32-1
INTEREST ON DIVIDENDS ON DEPOSIT			43
UNEARNED RENEWAL PREMIUM			44
UNEARNED INTEREST ON POLICY LOAN			310-1
POLICY LOAN			348
DEDUCTIONS: PREVIOUS POLICY LOAN			414
POLICY LOAN INTEREST			
To apply on EMIUM DUE 9-28-65 on #605,102			414
			348
		198.32	350
RATE % NEXT INT. $ DUE CHECK			
TOTALS	198.32	198.32	

Dear Policyholder:

This statement is your record of the policy transaction described hereon. If a check is attached, please cash it at your earliest convenience. If we may be of insurance service to you in the future please call on us.

The Ohio State Life Insurance Company
Columbus 15, Ohio

BPL-52-B

V&F 000597

THE OHIO STATE LIFE INSURANCE COMPANY

INCORPORATED UNDER THE LAWS OF OHIO

COLUMBUS, OHIO



THE DOOR OF PROTECTION

AGE 29 NUMBER 322345

HEREBY INSURES THE LIFE OF

INSURED -ELMER HENRY BRUNSTING-

(herein called the Insured)

AND AGREES TO PAY

FACE AMOUNT -SIX THOUSAND- Dol

(herein called the face amount)

less any indebtedness, (herein called net proceeds), to

BENEFICIARY -NELVA RENSINK BRUNSTING, WIFE, IF SURVIVING INSURED,- OTHERWISE IN ACCORDANCE WITH SETTLEMENT AGREEMENT ATTACHED HERETO

(herein called the Beneficiary)

upon receipt of due proof of the death of the Insured, provided that all required prem shall have been duly paid and this policy is then in force.

CONSIDERATION This policy is issued in consider of the application herefor and of the payment, when and if paid in advance, of the premium of -ONE HUNDRED THIRTY-EIGHT AND 18/100- Do and of the payment of a like amount on or before the -FIFTEENTH- day of every -DECEMBER- after the date of issue of this policy until the death of the Insured.

This policy is issued and accepted subject to all the provisions and conditions set on the following pages hereof, which are hereby made a part of this policy as fully recited over the signatures hereto affixed.

ATTESTATION In Witness Whereof, The Ohio State Life Insurance Company has caused this p to be executed at its Home Office in Columbus, Ohio, this -FIFTEENTH- of -DECEMBER- , 19 50 , which is the date of issue of this policy.

E. L. Morrison
Secretary

Clarence Ada
President

THE OHIO STATE LIFE INSURANCE COMPANY

I hereby declare and agree for myself and for any person having or claiming any interest in any policy or policies and any supplemental contract or contracts issued hereon: that any such policy or policies and any such supplemental contract or contracts shall not be binding upon the Company unless delivered to me and the first premium thereon has been paid to the Company or its duly authorized agent during my lifetime and good health and while my health, habits and occupation are the same as described in Parts I and II of this application (except as provided in the Binding Receipt hereof if payment on account of such first premium is made herewith); that no statement or notice to or knowledge of any agent or medical examiner or other representative of the Company shall be deemed a statement or notice to or knowledge of the Company unless the same be contained in Parts I or II of this application; that no agent or other person, except an authorized Officer of the Company at its Home Office, has power to accept risks or to pass upon insurability or to make or modify any contract on behalf of the Company or to waive any of the Company's rights or requirements and that no modification or waiver shall be valid unless in writing and signed by the President or a Vice-President or the Secretary or an Assistant Secretary of the Company; that I have read all statements and answers contained herein and that they and also the statements and answers contained in Part II hereof, whether written by me or not, are hereby declared to be true and complete with no fact suppressed and the same are hereby offered to the Company as and they shall be a consideration and basis for the issuance of any policy or policies and any supplemental contract or contracts issued on this application; that failure to act or delay in acting, or failure to give or delay in giving me notice of any action, upon this application shall not create any liability of the Company; that all provisions of law, forbidding or excusing any physician or other person or any hospital, clinic or other institution from disclosing any information or knowledge acquired in heretofore or hereafter examining, attending or serving me are hereby expressly waived; and that if the Company shall discover any errors or omissions in this application or shall issue a policy or policies and any supplemental contract or contracts different from that for which application is hereby made, the Company may amend this application and supply omissions and make corrections and amendments in the space entitled "Corrections and Amendments," and prepare and submit a policy or policies and any supplemental contract or contracts different from that for which application is hereby made, and my acceptance of any policy or policies and any supplemental contract or contracts, accompanied by a copy of the application so changed, shall operate as a ratification thereof.

1 A—Full name? Elmer Henry Brunsting

B—Residence address? (TOWN, STREET NO. OR R. F. D., COUNTY, STATE) 6420 Fairhurst, Cincinnati, Ohio

C—Name and address of Firm or Employer? Vulcan Copper & Supply Co., 120 Sycamore St., Cincinnati, Ohio

D—Occupation and exact duties? Chemical Engineer

E—Former occupation? Student

F—Do you contemplate any change in occupation or residence? If yes, state particulars. No

G—When born? Month: Sept. Day: 29 Year: 1921 Age nearest birthday: 29 Married? Yes

H—Where born? (TOWN, COUNTY, STATE) Hull, Iowa

I—Within the past four years have you made or do you contemplate making any flight by aircraft except as a fare paying passenger on a regularly scheduled flight? No *IF YES*, complete Aviation Questionnaire, ***OR Sign Aviation Rider.***

J—Will insurance in this or any other Company be discontinued, reduced or changed if this insurance is issued? If yes, state particulars. No

2—Other Insurance in force in this or any other Company, Association or Society?

NAME	LIFE INSURANCE: AMOUNT	LIFE INSURANCE: AMOUNT MONTHLY DISABILITY INS.	LIFE INSURANCE: YEAR ISSUED	HEALTH AND ACCIDENT INSURANCE: AMT. ACCIDENT DEATH INS.	HEALTH AND ACCIDENT INSURANCE: AMT. WEEKLY INDEMNITY
New York Life	$1,000	------	1934	------	------
National Service	$10,000	------	1944		
Aetna (Group)	$5,000	------	---		

Corrections and Amendments (FOR USE OF HOME OFFICE ONLY)

* Middle name Henry
Ins. #1 - $1.50 - Pl. Life
" #2 - $2.34 reduced to $2.09. Cancellable
" #3 - $6.95 - Pl. Life
" #4 - $1.38 - 20 Yr. Life
Reduced to $6.00 and Cap. Pay. #13.18 - Pl. Life
" #5 - $6.24 - Total Life Prem. $44.42.

3 A—Kind of Policy? Par. Ord. Life — Premium $ 191.15

B—Amount of Insurance? $ 8,300

C—Family Income Contract None — $

D—Disability No. 1 — $ 8.63

E—Accidental Death Rider $ None No. — $

F—Premium Plan Annual (AN., S. A., QR. OR MO.) Total Premium $ 199.78

G—Preliminary Term Rider for None Months? $

H—Kind NP20yrSpecTerm

I—Amt. $ 12,400

J—Life Prem. $ 95.85

K—Dis. Prem. $ 13.52

L—Total Prem. $109.37

M—P. T. Prem. $ for No Mo.

4—Dividends on any participating policy issued hereon shall: (check one)
☒ 1 Be applied to the payment of the premiums.
☐ 2 Be used to purchase paid-up additions to the policy.
☐ 3 Accumulate at rate of interest stated in policy.
(2 may not be elected for term policies other than Auto. Con. Term.)

5—Premium notice to be sent to? (Check one) ☒ Residence Address ☐ Business Address

6—Do you hereby request Automatic Premium Loan Privilege? (Not applicable to Term Policies) ANSWER Yes (YES OR NO)

7—Has any proposal or application for insurance on your life, or for reinstatement of insurance on your life, ever been declined, postponed, rated-up or limited by, or is any now pending with, any Company, Society or Association? If so, state particulars. No

8. A—Primary Beneficiary and Relationship? (PRINT FULL NAME OF BENEFICIARY) Nelva Rensink Brunsting, wife — The right to change Beneficiary is reserved? Yes

In equal shares or to the survivors or survivor if more than one primary beneficiary be named.

B—Contingent Beneficiary and Relationship? otherwise in accordance with Settlement Agreement attached hereto

In equal shares or to the survivors or survivor if more than one contingent beneficiary be named.

I hereby agree that the beneficiary designation of "child or children heretofore or hereafter born of my marriage with my wife," if such designation be herein made, shall not be construed to have the broad meaning of the word "descendant" or "descendants," nor shall such words be construed to include any adopted child or children; and such words shall mean, and shall be construed to mean, only the immediate offspring of my marriage with my said wife.

9—I have paid to ---------- $ --- on account of the first premium on the policy or policies and any supplemental contract or contracts applied for in accordance with the provisions of the Binding Receipt hereof corresponding in date and number to this application, and I hereby accept said receipt and agree to the conditions thereof.

Witness

Agent

Agent

Dated at Cincinnati, Ohio Nov. 28 19 50

Signature of Applicant

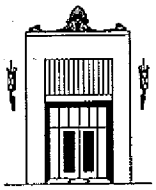
No 739089

P-13-D—4-50

V&F 000599

THE OHIO STATE LIFE INSURANCE COMPANY

THE DOOR OF PROTECTION



COLUMBUS, OHIO

ORDINARY LIFE POLICY

Face Amount payable at death. Plan, benefits, classification, and period for which premiums are payable as stated on the Policy Specifications Page. Dividends payable annually.

322345
605102

Supplement to Application for Insurance

in

The Ohio State Life Insurance Company
Columbus, Ohio

This form must be completed and accompany each application on a male life between insurance ages 15 and 45, both inclusive.

1. (a) Are you a member of the Army, Navy, Air Forces, Marine Corps, or Coast Guard of the United States or any other country? — Yes ☐ No ☒
If so, give particulars.
Branch of Service..... Rank or Grade.....

1. (b) Are you a member of the National Guard or the active or inactive reserves of any of the armed forces of the United States or any other country? — Yes ☒ No ☐
If so, give particulars. Navy - Lt. J.G.
Branch of Service..... Active..... Organized.....
Volunteer..... Inactive X
Have you received training within the past 2 years? No
Have you been alerted or called for active duty? No

1. (c) Have you any intention of joining any military, naval or Air Force organization of the United States or any other country? — Yes ☐ No ☒
If so, give particulars.

2. Do you receive any compensation currently for any reason from any branch of the government? — Yes ☐ No ☒
If so, give particulars.

3. Have you registered under the Selective Training and Service Law? — Yes ☐ No ☐
If so, give particulars. Not required
Present draft classification?
Have you been physically examined by your draft board?
What was the result of the examination?

4. (a) Are you, or have you ever been, a pilot or crew member of an airplane? — Yes ☐ No ☒
If so, complete Aviation Questionnaire

4. (b) Have you any intention of taking instructions in any pilot training course or other form of aeronautical instruction? — Yes ☐ No ☒
If so, give particulars.

5. Have you any intention of working, traveling, or residing outside the United States and Canada within the next two years? — Yes ☐ No ☒
If so, give particulars.

I hereby declare that all statements and answers to the above questions are complete and true, and I agree that they shall form a part of my application and become a part of any policy of insurance issued on such application.

Dated at Cincinnati, Ohio this 28 day of November 19 50

Witness James C. McFarland Signed X Elmer H. Brunsting

To be signed by witness — To be signed by applicant

Form P1072B 8-50

322345
605102

APPLICATION FOR INSURANCE—Part I

MADE TO

THE OHIO STATE LIFE INSURANCE COMPANY, OF COLUMBUS, OHIO

I hereby declare and agree for myself and for any person having or claiming any interest in any policy or policies and any supplemental contr or contracts issued hereon: that any such policy or policies and any such supplemental contract or contracts shall not be binding upon the Compa unless delivered to me and the first premium thereon has been paid to the Company or its duly authorized agent during my lifetime and good hea and while my health, habits and occupation are the same as described in Parts I and II of this application (except as provided in the Binding Rece hereof if payment on account of such first premium is made herewith); that no statement or notice to or knowledge of any agent or medical examiner other representative of the Company shall be deemed a statement or notice to or knowledge of the Company unless the same be contained in Parts I or of this application; that no agent or other person, except an authorized Officer of the Company at its Home Office, has power to accept risks or to p upon insurability or to make or modify any contract on behalf of the Company or to waive any of the Company's rights or requirements and that modification or waiver shall be valid unless in writing and signed by the President or a Vice-President or the Secretary or an Assistant Secretary the Company; that I have read all statements and answers contained herein and that they and also the statements and answers contained in Part hereof, whether written by me or not, are hereby declared to be true and complete with no fact suppressed and the same are hereby offered to Company as and they shall be a consideration and basis for the issuance of any policy or policies and any supplemental contract or contracts issu on this application; that failure to act or delay in acting, or failure to give or delay in giving me notice of any action, upon this application shall create any liability of the Company; that all provisions of law, forbidding or excusing any physician or other person or any hospital, clinic or otl institution from disclosing any information or knowledge acquired in heretofore or hereafter examining, attending or serving me are hereby expres waived; and that if the Company shall discover any errors or omissions in this application or shall issue a policy or policies and any supplemen contract or contracts different from that for which application is hereby made, the Company may amend this application and supply omissions a make corrections and amendments in the space entitled "Corrections and Amendments," and prepare and submit a policy or policies and any su plemental contract or contracts different from that for which application is hereby made, and my acceptance of any policy or policies and a supplemental contract or contracts, accompanied by a copy of the application so changed, shall operate as a ratification thereof.

1 A—Full name? Elmer Henry Brunsting

B—Residence address? (TOWN, STREET No. OR R. F. D., COUNTY, STATE) 6420 Fairhurst, Cincinnati, Ohio

C—Name and address of Firm or Employer? Vulcan Copper & Supply Co., 120 Sycamore St., Cincinnati, Ohio

D—Occupation and exact duties? Chemical Engineer

E—Former occupation? Student

F—Do you contemplate any change in occupation or residence? If yes, state particulars. No

G—When born?

MONTH	DAY	YEAR	AGE NEAREST BIRTHDAY	MARRIED
Sept.	29	1921	29	Yes

H—Where born? (TOWN, COUNTY, STATE) Hull, Iowa

I—Within the past four years have you made or do you contemplate mak any flight by aircraft except as a fare paying passenger on a regula scheduled flight? No
IF YES, complete Aviation Questionnaire, ***OR Sign Aviation Rid***

J—Will insurance in this or any other Company be discontinued, reduc or changed if this insurance is issued? If yes, state particulars. No

2—Other insurance in force in this or any other Company, Association or Society?

NAME	LIFE INSURANCE AMOUNT	LIFE INSURANCE AMOUNT MONTHLY DISABILITY INS.	LIFE INSURANCE YEAR ISSUED	HEALTH AND ACCIDENT INSURANCE AMT. ACCIDENT DEATH INS.	HEALTH AND ACCIDENT INSURANCE AMT. WEEKLY INDEMNITY
New York Life	$1,000	------	1934	------	------
National Service	$10,000	------	1944		
Aetna (Group)	$5,000	------	---		

Corrections and Amendments (FOR USE OF HOME OFFICE ONLY)

* Made name Mr. 12-29-50 - Policy #392344 reduced to $9,000. Currently prem. $6.57 - dis. $9.81 - total life pr $79.38. #392346 reduced to $6,000. C life prem. $135.18 - prem. $6.24 - total prems $144.42.

		Premium
3 A—Kind of Policy?	Par. Ord. Life	$ 191.15
B—Amount of Insurance?	$ 8,300	$
C—Family Income Contract	None	$
D—Disability (Age) No.	1	$ 8.63
E—Accidental Death Rider $	None No.	$
F—Premium Plan (AN., S. A., OR OR MO.)	Annual Total Premium	$ 199.78
G—Preliminary Term Rider for	None Months?	$

H—Kind	NP20yrSpecTerm
I—Amt. $	12,400
J—Life Prem. $	95.85
K—Dis. Prem. (Age 29) $	13.52
L—Total Prem. $	109.37
M—P. T. Prem. $ for	No Mo.

4—Dividends on any participating policy issued hereon shall: (check one)
☒ 1 Be applied to the payment of the premiums.
☐ 2 Be used to purchase paid-up additions to the policy.
☐ 3 Accumulate at rate of interest stated in policy.
(2 may not be elected for term policies other than Auto. Con. Term.)

5—Premium notice to be sent to? (Check one) ☒ Residence Address ☐ Business Address

6—Do you hereby request Automatic Premium Loan Privilege? (Not applicable to Term Policies) ANSWER Yes (YES OR NO)

7—Has any proposal or application for insurance on your life, or for reinstatement of insurance on your life, ever been declined, postponed, rated-u or limited by, or is any now pending with, any Company, Society or Association? If so, state particulars. No

8. A—Primary Beneficiary and Relationship? (PRINT FULL NAME OF BENEFICIARY) Nelva Rensink Brunsting, wife

The right to change Beneficiary is reserve Yes

In equal shares or to the survivors or survivor if more than one primary beneficiary be named.

B—Contingent Beneficiary and Relationship? otherwise in accordance with Settlement Agreement attached hereto

In equal shares or to the survivors or survivor if more than one contingent beneficiary be named.

I hereby agree that the beneficiary designation of "child or children heretofore or hereafter born of my marriage with my wife," if such designation b herein made, shall not be construed to have the broad meaning of the word "descendant" or "descendants," nor shall such words be construed to includ any adopted child or children; and such words shall mean, and shall be construed to mean, only the immediate offspring of my marriage with my said wife

9—I have paid to ---------- $ --- on account of the first --- premium on the policy or policies and any supplemental contract or contracts applied for in accordance with the provisions of the Binding Receip hereof corresponding in date and number to this application, and I hereby accept said receipt and agree to the conditions thereof.

Witness

Dated at Cincinnati, Ohio Nov. 28 19 50

No 739089

James C. McFarland Agent

P-13-D—4-50

Elmer H. Brunsting Agent

Signature of Applicant

V&F 000602

Application for Conversion or Exchange of Term Insurance

Under Policy No. 322 344 *(Enclose Policy)*

Made to

THE OHIO STATE LIFE INSURANCE COMPANY

I (We) hereby surrender to the Company said policy, or the term portion of said policy, or the term rider or term supplemental contract attached to said policy, or the term insurance on the life of the person to be insured, as the case may be, and also the disability and accidental death or accidental death and specific loss benefits supplemental contracts or riders, if any, attached thereto or issued in connection therewith (herein called said term insurance) and request that said term insurance be exchanged or converted as follows:

1. Person to be Insured: *Give Full Name (Print)* Elmer Henry Brunsting

Date of Birth: Month 9 Day 29 Year 21 | **Age:** 43 | **Sex:** M

2. Policy Plan applied for: ☑ Par ☐ Non Par — Ord. Life — **Amount** 9000

3. Additional Benefits: *(Check each benefit desired)*

☑ Disability Waiver of Premium and ☐ Mo. Inc. of $_____

☐ Accidental Death #1 ..... Amount $_____

☐ Accidental Death and Specific Loss #2 ..... Amount $_____

(If any Benefit is requested which is NOT permitted by the Conversion or Exchange privilege, complete the "Declaration of Insurability" on the reverse side)

4. Owner:

Insured shall be Owner, unless a different Owner is designated below.

_____ (Print Name) _____ (Age) _____ (Relationship)

Contingent Owner: *(Not needed if Insured is Owner)*

☐ Owner's Estate ☐ Other *(Print Name, Age and Relationship below)*

_____

5. Beneficiary:

Nelva R. Brunsting 10/8/1926 wife

Print Name Age Relationship

Contingent Beneficiary:

_____

Unless otherwise requested: (1) Joint Beneficiaries will receive equally or all to the Survivor; (2) "Children", if used above, shall mean any lawful children of the Insured by Birth or Adoption.

6. Dividends, if participating: *(Check Option desired)*

☑ Apply to Reduce Premium or ☐ Paid in Cash

☐ Used to Buy Paid-up Additions

☐ Left to Accumulate at Interest

7. Premium Plan: ☐ Semi-Annual ☐ Check-O-Matic ☐ Salary Savings ☑ Annual ☐ Quarterly ☐ Aut-O-Check ☐ Govt. Allotment

8. Premium Notices to be Mailed to:

Name Elmer H. Brunsting

Street, Number Star Route #1 Box 26

City, Zone, State Pryor Okla.

9. If only a part of the Term Insurance is to be Converted or Exchanged, *check one of the following statements:*

☐ Remainder of Term Insurance to be reissued and continued if permitted by Company practice, otherwise such Term Insurance to be cancelled.

☐ Remainder of Term Insurance to be cancelled.

10. Special Instructions: *(For Policy Date, Automatic Premium Loan, Etc.)*

A.P.L. Same S.O. as on term policy.
date to save age 43
Date 9-28-65

OWNER'S Taxpayer Acct. No. 282-32-8905

Corrections and Amendments: *(For Home Office Use Only)*

NOTE: This space will not be used in States where such use is not allowed by Statute or Insurance Department Regulations.

It is understood and agreed as follows: (a) if the Company makes any amendments in the space entitled "Corrections and Amendments" hereon, acceptance of the policy issued on this application so amended shall constitute ratification of such amendments; (b) the period of time specified in the Incontestability and Suicide provisions of any new policy issued on this application will run from the date of issue of said term insurance; (c) in consideration of the issuance of any policy issued hereon, the Company is hereby fully and completely released from all liability under said term insurance which is hereby surrendered to the Company for cancellation.

Signed at Cincinnati, Ohio this 28 day of Sept 1965

Witness: James C. McFarland
Agent

x Elmer H Brunsting
Signature of Person to be Insured

Witness: _____
Agent

Signature of Applicant (Owner) if Other than Person to be Insured

P-1069-B 62

V&F 000603

☐ The Ohio State Life Insurance Company
P.O. Box 910, Columbus, OH 43216-0910

☐ Investors Guaranty Life Insurance Company
P.O. Box 910, Columbus, OH 43216-0910

REQUEST TO CHANGE NAME OR BENEFICIAR.

☐ Return to agent _____ for delivery.
☐ Send directly to policy owner.

The above company *(check one)* is hereby authorized and requested to make the following changes in its records. The original copy of this form will be acknowledged and a copy will be returned to you.

Name • ELMER H. BRUNSTING
Address • 13630 PINE ROCK
City, State & Zip Code • HOUSTON TX 77079

Policy Number 0060502
Name of Insured ELMER H. BRUNSTING

☐ New address of *(check one)* ☐ Insured ☐ Beneficiary

CHANGE IN NAME OF INSURED (Please print or type)

From: TO NAME THE CONTINGENT BENEFICIARIES

Old Name Signature _____ New Name Signature _____

REASON FOR CHANGE: ☐ Marriage ☐ Court Order* ☐ Adoption ☐ Correction **If by reason of court order, attach a copy of that order.*

CHANGE IN BENEFICIARY: The beneficiary designation under this policy shall be changed as hereinafter provided. If more than one name to a class, proceeds will be payable share and share alike, survivors or survivor, unless otherwise stated. (Must be percentage or fraction if split. All living persons you wish to designate as beneficiary must be listed by name.)

CLASS	NAME	ADDRESS	RELATIONSHIP TO INS'D*	DATE OF BIRTH
	NELVA E BRUNSTING	13630 PINE ROCK HOUSTON TX 77079	WIFE	10/8/21
Primary Beneficiary				
	CANDACE L. CURTIS	5557 SAPULVEDA CONCORD, CA 94521	DAUGHTER	3/12/63
	CAROL A. BRUNSTING	5822 JASON HOUSTON TX 77074	DAUGHTER	10/14/54
Contingent Beneficiary	CARL H. BRUNSTING	5625 FLACK DR. HOUSTON TX 77081	SON	7/31/57
	AMY R. BRUNSTING	965 FREDERICKSBURG NEW BRAUNFELS, TX 78130	DAUGHTER	10/7/61
	ANITA K BRUNSTING	203 BLOOMING DALE CR. VICTORIA, TX 77904	DAUGHTER	8/7/63

Complete the following: ☐ DO ☐ DO NOT include "other children" as ☐ Primary Beneficiary ☐ Contingent Beneficiary *(check one)* to share and share alike survivors or survivor with any other beneficiaries of the respective designated class, whether Primary or Contingent. *(See reverse side for definition of "other children.")*

☑ I DO ☐ I DO NOT request that if any beneficiary named above dies before 15 or PRIOR 30 days following the insured's death *(exclusive of the date of death)*, payment shall be made in the same manner as if the beneficiary predeceased the insured. TO PAYMENT

IF RELATIONSHIP TO INSURED IS "TRUSTEE," COMPLETE THE FOLLOWING:

☐ Trust is created by Insured's Last Will and Testament and Paragraph 1 on reverse side applies.
☐ Trust has already been created with:

NAME OF TRUSTEE(S) _____ STREET ADDRESS _____ CITY & STATE _____ as trustee(s).

Under written agreement dated _____ and Paragraph 2 on reverse side applies.
MONTH DAY YEAR

This change of beneficiary shall take effect only when registered by the Company, but when so registered, whether the Insured be then living or not, shall relate back and take effect as of the date of this designation.

Signed at HOUSTON TX this 10th day of July 19 96
CITY AND STATE

Elmer H Brunsting
POLICYOWNER X _____
POLICYOWNER'S SPOUSE *(If policy is community property)*

HOME OFFICE USE ONLY

Registration and acknowledgement of receipt:

Date JUL 17 1996 Signed _____ REGISTRAR V&F 000604

☑ **Ohio State Life Insurance Company**
2500 Farmers Drive
Columbus, Ohio 43235

☐ **Investors Guaranty Life Insurance Company**
2500 Farmers Drive
Columbus, Ohio 43235

Policy Change Confirmation

Date July 17, 1996

Elmer H. Brunsting
13630 Pinerock
Houston, TX 77079

RE: Policy No. 00605102

1. The following changes have been made to this policy in accordance with your request.
   - ☑ Change of Beneficiary
   - ☐ Change of Name
   - ☐ Settlement Agreement Added or Revised
   - ☐ Assignment or Re-Assignment
   - ☐ Owner and/or Contingent Owner
   - ☐ Duplicate Policy or Certificate Issued
   - ☐ Policy Reclassified and/ or Changed in Plan
   - ☐ Policy Reduced in Amount
   - ☐ Policy Increased in Amount
   - ☐ Accidental Death Added or Cancelled
   - ☐ Waiver of Premium Added or Cancelled
   - ☐ Endorsed for Paid Up Insurance
   - ☐ Policy Redated
   - ☐ Family Plan Rider Added
   - ☐ Children's Family Plan Rider Added
   - ☐ Conversion of Term Policy or Term Rider
   - ☐

2. Enclosures
   - ☐ Policy(ies)
   - ☐ Refund
   - ☑ Endorsed Copy(ies) of Document to be Placed with Policy

3. ☐

R. Gochenour

Policy Service

CC# 19A2E99997

A-4575 7/91

THE OHIO STATE LIFE INSURANCE COMPANY

COLUMBUS, OHIO

JAMES C. McFARLAND
CHARTERED LIFE UNDERWRITER
CINCINNATI GENERAL AGENT

THE HIGHLANDS
R. R. #2 — BOX 618L
LOVELAND, OHIO 45140

10/8/65

Dear Elmer, -

Your converted policy is enclosed. Please sign (3 places), settlement agreement in the policy and sign (3 places) the duplicate and return Cattle only to me.

Statements of account enclosed show that in addition to $94.37 (term conversion credit on #333,344) they needed to surrender $367.95 of the paid up additions on policy #333,345 to get the other $195.37 needed to pay the balance of the annual on the new policy. Please sign receipt + release form and return to me. Also sign and return the dividend memo option so premiums will be paid net (that is deducting dividends) from here on.

As they have no method of holding your money to use on future premiums, I would suggest you leave the rest of the paid up additions as they are, until you want to use their cash value to pay subsequent premiums.

I'm sorry I haven't made this clear. I'm enclosing a copy of their letter to me.

Please correct enclosed data sheet & I will rework your program. If you want to give me an idea - on reverse side of program if you want it would help.

Yours Jim.

V&F 000606

James C. McFarland October 6, 1965

Policy Nos. 322,344 - 322,345 - 605,102
Elmer H. Brunsting, Insured

We have completed the conversion transaction on policy #322,344 and are enclosing herewith policy #605,102 for delivery.

Also enclosed is a Dividend Receipt and Release form which should be signed by the Insured and returned to us to authorize us to surrender $367.95 of the paid-up additions on policy #322,345 to complete the initial annual premium for the new policy. These additions have a cash value of $198.32 which, along with the surrender value of policy #322,344 in the amount of $94.37, completes the initial annual premium of $292.69 for the new policy.

A Dividend Option Memorandum is enclosed for the Insured's signature which should be returned to us in order to change the Dividend Option on policy #322,345 to "net".

We would be glad to use the remaining cash value of the additions on policy #322,345 to apply on subsequent annual premiums on policy #605,102, but we have no way of entering this information on our records. At the time the Insured receives his annual premium notice for the new policy, a brief note from him advising us how he wishes to apply the remainder of additions on policy #322,345 would suffice. Kindly so advise the Insured.

Yours very truly,

Joe M. Taylor
Policy Service Department

JMT/nck
Enc.

10
15
9
3
1

13630 Pinerock
Houston, Texas 77024
September 5, 1969

Mr. James C. McFarland
The Ohio State Life Insurance Company
The Highlands
R.R. #2 - Box 618L
Loveland, Ohio 45140

Subject: Ohio State Insurance Policy No. 605102

Dear Jim:

According to my records, the premium on the above policy is due on August 28, with a grace period until September 28. I have not received a premium notice. Since our mail service is somewhat erratic, I am dropping you this note so the matter will be taken care of. I do not wish to drop the policy.

Very truly yours,

E. H. Brunsting

EHB:bb

THE OHIO STATE LIFE INSURANCE COMPANY

THE DOOR OF PROTECTION — COLUMBUS, OHIO

Will Pay the Face Amount to the Beneficiary upon receipt at its Home Office of due proof of the death of the Insured, subject to the terms and conditions of this policy.

Premiums are payable from the Policy Date for the amount and number of years shown on the Policy Specifications Page, or until the prior death of the Insured.

The provisions on the following pages are a part of this contract which was signed at Columbus, Ohio, on the Date Of Issue.

Secretary

President

ORDINARY LIFE POLICY

Face Amount payable at death. Plan, benefits, classification, and period for which premiums are payable as stated on the Policy Specifications Page. Dividends payable annually.

P600 65

INSURED	ELMER HENRY BRUNSTING	POLICY NUMBER	605 102
FACE AMOUNT OR NO. OF UNITS	$9,000	ISSUE AGE	43
		PREMIUM CLASS	STANDARD
POLICY DATE	SEPTEMBER 28, 1965	DATE OF ISSUE	SEPTEMBER 28, 1965

TOTAL PREMIUMS:

ANNUAL	SEMIANNUAL	QUARTERLY	SPECIAL MONTHLY
$ 292.69	$ 149.27	$ 76.10	

V&F 000609

SETTLEMENT AGREEMENT

Attached to, and forming a part of, Policy No. 605,102 ELMER H. BRUNSTING, Insured

THIS AGREEMENT amends and supplements the application for insurance made to The Ohio State Life Insurance Company on September 28, 1965, and is hereby made a part of the above numbered policy; and it is hereby directed and agreed that, if and when the said policy shall mature as a death claim, the Company shall dispose of the net proceeds thereunder and any interest thereon, as follows, to-wit:

SECTION ONE : (a) The net proceeds of said policy shall remain with the Company as an indebtedness and interest thereon shall be paid semiannually at a rate of not less than the mathematical equivalent of 2¾% per year, to my wife, Nelva Rensink Brunsting,---------- born October 8, 1926,---------- if she shall survive me, throughout her natural lifetime, the first such payment of interest to be made 6 month(s) after the date of my death, subject, however, to the following paragraphs relative to withdrawals, interest on withdrawals and election of option.

(b) Without the consent of any and to the exclusion of each and every contingent beneficiary hereunder, my said wife shall have the privilege of withdrawing all or a part of the net proceeds of said policy at any time upon written request addressed to and received by the Company at its Home Office in Columbus, Ohio, during her lifetime; provided, however: that no one withdrawal shall be less than $200.00 unless it be the entire balance; that interest payments on the amount or amounts so withdrawn shall immediately cease; that any withdrawal or withdrawals may, at the option of the Company, be deferred for a period of 90 days after the date of receipt of said written request at the Home Office of the Company, except with respect to any request for immediate withdrawal received by the Company at its said Home Office at the time due proof of my death is submitted to the Company

(c) My said wife may at any time upon written request as aforesaid and subject to the "General Provisions" of the Settlement Options contained in said policy, elect to be paid and to receive the net proceeds or any unwithdrawn part thereof, together with any accrued but unpaid interest thereon, as the case may be, under any installment option of said Settlement Options; provided, however, that no interest payments provided in paragraph (a) hereof shall be paid after any such election has been made.

SECTION TWO : If my said wife shall not survive me or if she shall survive me but die before having received any or all of the net proceeds as provided in Section One hereof, then, upon due proof of the death of the last deceased of my said wife and me, the net proceeds, or any unwithdrawn part thereof, together with any accrued but unpaid interest thereon, or any unpaid installments certain commuted, as the case may be, shall remain with the Company as an indebtedness and shall be divided into equal shares equal to the number of my lawful children by birth or adoption surviving the last deceased of my said wife and me. Interest on one such share at a rate of not less than the mathematical equivalent of 2¾% per year, shall be paid semiannually to each such child, throughout his or her natural lifetime; provided, however: that each such child shall have the privilege upon written request addressed to and received by the Company at its Home Office in Columbus, Ohio, of withdrawing all or a part of his or her respective share, or electing to be paid and to receive such share, or any unwithdrawn part thereof, together with any accrued but unpaid interest thereon, as the case may be, under any installment option of the Settlement Options of said policy, subject to all the terms and conditions of Section One hereof relative to withdrawals, interest on withdrawals and election of option.

Date September 28, 1965

X Elmer H. Brunsting
Owner

GENERAL PROVISIONS

If none of the beneficiaries hereinbefore designated shall survive the insured, then, upon due proof of the death of the insured, the net proceeds of this policy shall be paid forthwith in one sum to the executors or administrators of the estate of the insured.

The term "net proceeds," as used herein, shall mean and be construed to mean the gross amount payable under said policy, decreased by any indebtedness to the Company against said policy, any deductible portion of the premium for the policy year during which the insured shall die, and any amount payable to an assignee of record as hereinafter provided.

The rights of every beneficiary under this policy shall be subject to the rights of any assignee of record with the Company, whether the assignment shall have been made prior to or subsequent to the date of this agreement. If there shall be outstanding at the death of the insured an assignment of this policy, a copy of which shall have been filed with the Company at its Home Office, the Company may deduct from the amount payable hereunder and pay over to the assignee the amount of any indebtedness upon receipt of satisfactory certification of such amount.

Any payment to an assignee, guardian, trustee or other fiduciary hereunder shall fully discharge the Company of all liability to the extent of such payment.

Any payments due and payable to any minor child hereunder shall be paid to, and any permissible right of withdrawal or election of option by any minor child shall be exercised by, the legally appointed guardian of such child, except as may be permitted by law.

Any interest or installment of principal accruing hereunder between the last preceding due date of such interest or installment and the death of the payee thereof, shall be paid to the next succeeding payee.

Except as herein or in said policy expressly provided, no beneficiary hereunder shall have the right to change this agreement in any way nor to commute, anticipate, encumber, alienate, withdraw or assign his or her share of the net proceeds of this policy, or any interest or installment to become due thereon, or any part thereof, and to the extent permitted by law, no payments of interest or of principal shall be in any way subject to such beneficiary's debts, contracts or engagements, nor to any judicial process to levy upon or attach the same for payment thereof.

The Company may, as to any fact or facts relating to the identity or date of birth or death of any of the beneficiaries hereunder, require and rely upon such evidence, by affidavits or otherwise, as in its judgment shall be sufficient, and any payment made in reliance thereon shall relieve the Company of its liability to the extent of such payment.

This agreement shall terminate if while said policy is in force and effect the beneficiary is changed or if the owner files with the Company at its Home Office written application for such termination. In no event shall this agreement impair any right, benefit or privilege which, under the provisions of said policy, would otherwise be available.

Notwithstanding anything in this agreement to the contrary, the Company reserves the right to pay in a single sum any amount becoming due a beneficiary which is less than $2500.00. If any payment hereunder is less than $20.00, the Company may lengthen the payment interval to increase each payment.

Commutation as may be referred to herein shall be at the rate of interest used in calculating the installment payment.

Any and all amounts deductible from the gross amount payable hereunder shall be deducted before any of the payments provided in this agreement shall be made and before any of the provisions of this agreement shall be carried into effect. After such deduction, no interest shall be paid on, credited, or apportioned to the amounts so deducted.

If this agreement is attached to a participating policy, then any dividend accumulations held to the credit of said policy at the time it shall mature and any current dividend then payable shall be added to the proceeds of said policy and shall be handled and paid as a part of said proceeds, in accordance with the terms of this agreement.

Said proceeds shall be held by the Company as a part of its general funds without segregation or separate investment.

Any designation of beneficiary, settlement agreement or election of settlement heretofore made is hereby revoked.

It is hereby agreed that the provisions, if any, of said policy requiring that designation or request for change of beneficiary, or designation, election or request for change of mode of settlement, be endorsed by the Company or attached to or endorsed upon or accompanied by said policy, are annulled. This agreement shall be effective only when it has been approved by the Company at its Home Office, but without prejudice to or liability of the Company for or on account of any payment made by it before receipt of this agreement at its Home Office. The General Provisions hereof are included in this agreement.

Dated at Cincinnati, Ohio this 28th day of September, 19 65.

WITNESS: James C. McFarland

x Elmer D Bruenstein
Owner

Approved by THE OHIO STATE LIFE INSURANCE COMPANY this 1st. day of October, 19 65.

Secretary

SECTION THREE : If any such child shall die before having received in full the share of the net proceeds and any interest thereon to which such child would otherwise have been entitled under the provisions of Section Two hereof, then, upon due proof of the death of such child, such share, or any unwithdrawn part thereof, together with any accrued but unpaid interest thereon, or any unpaid installments certain commuted, as the case may be, shall be divided into equal shares equal to the number of my lawful children by birth or adoption surviving such deceased child, and such share or shares shall be handled and paid to such surviving child or children at the times and in the same manner as provided in Section Two hereof.

SECTION FOUR : If neither my said wife nor my lawful children by birth or adoption shall survive me, or if my said wife and my lawful children by birth or adoption, or any of them shall survive me but the survivor of them shall die before having received any or all of the net proceeds as hereinbefore provided, then, upon due proof of the death of the last deceased of my said wife, my lawful children by birth or adoption, and me, the net proceeds, or any unwithdrawn part thereof, together with any accrued but unpaid interest thereon, or any unpaid installments certain commuted, as the case may be, shall be divided into halves and handled and paid as follows:

One-half (1/2) shall be paid forthwith in equal shares to my mother and father, Gertie R. Brunsting and Luke H. Brunsting, or to the survivor of them, if they or the survivor of them shall survive the last deceased of my said wife, my lawful children by birth or adoption, and me, otherwise in equal shares to my mother-in-law and father-in-law, Harriet C. Rensink and Sylvester Rensink, or to the survivor of them, if they or the survivor of them shall survive the last deceased of my said wife, my lawful children by birth or adoption, and me, otherwise in one sum to the executors or administrators of the estate of the last deceased of my said wife, my lawful children by birth or adoption, and me.

The other one-half (1/2) shall be paid forthwith in equal shares to my said mother-in-law and father-in-law, or to the survivor of them, if they or the survivor of them shall survive the last deceased of my said wife, my lawful children by birth or adoption, and me, otherwise in equal shares to my said mother and father, or to the survivor of them, if they or the survivor of them shall survive the last deceased of my said wife, my lawful children by birth or adoption, and me, otherwise in one sum to the executors or administrators of the estate of the last deceased of my said wife, my lawful children by birth or adoption, and me.

OPY
McFarland

NAME AND ADDRESS OF PAYEE

Elmer H. Brunsting
Star Route #1
Pryor, Okla.

MAIL TO James C. McFarland
DATE
CHECK NO. 087 5 [illegible]

POLICY OR ANNUITY NO.	MODE	PAR	N.P.	NAME OF INSURED OR ANNUITANT IF OTHER THAN PAYEE			ACCT. NO.
STATEMENT 322,344		☐	☐				
SURRENDER VALUE as of 9-15-65					74.52		29
DIVIDEND IN CASH							32-1
DIVIDENDS ON DEPOSIT							43
INTEREST ON DIVIDENDS ON DEPOSIT							44
UNEARNED RENEWAL PREMIUM					19.85		310-1
UNEARNED INTEREST ON POLICY LOAN							348
POLICY LOAN							414
DEDUCTIONS: PREVIOUS POLICY LOAN							414
POLICY LOAN INTEREST							348
To apply on PREMIUM DUE 9-28-65 on #605,102						94.37	350
				CHECK			
RATE	% NEXT INT. $		DUE	TOTALS	94.37	94.37	

Dear Policyholder:

This statement is your record of the policy transaction described hereon. If a check is attached, please cash it at your earliest convenience. If we may be of insurance service to you in the future please call on us.

The Ohio State Life Insurance Company
Columbus 15, Ohio

BPL-52-B

V&F 000613

Chevron Corporation
And Designated Companies

BRUNSTING EH

13630 PINE ROCK
HOUSTON TX 77079-5914

Notice of Reduction and Conversion Rights of Group Life Insurance Plan for Individuals who were Retired Participants in the Gulf Group Life Insurance Plan GO-416-A-4

Name of Insured E H BRUNSTING
Social Security No. 282-32-8905
Date 07/18/90

Dear E H BRUNSTING

Our records indicate that you were a retired participant in the Gulf Group Life Insurance Plan, (The Plan) on June 30, 1986. The Plan provided that the Company would pay for the first twenty thousand of group life insurance and you would pay $.50 per month per one thousand dollars of life insurance over twenty thousand. The Plan also provided that your level of insurance as a retiree would remain the same as you had as an employee until you attained age 65 when the amount of your group life insurance would begin reducing in accordance with the schedule and cost to you listed below:

Schedule of reductions and your cost

Member's Age	Amount of Insurance	Your Cost
Under 65	$148,000	$64.00
65-66	$74,000	$27.00
66-67	$66,600	$23.30
67-68	$59,200	$19.60
68-69	$51,800	$15.90
69-70	$44,400	$12.20
70 and over	$37,000	$8.50

The Plan provided that you had the right to convert the amount of group life insurance terminated to an individual life insurance policy offered by the insurance company.

On July 1, 1986 the Gulf Group Life Insurance Plan was cancelled and replaced by the "Chevron Corporation Life Insurance Plan for Individuals who were Retired Participants in the Gulf Life Insurance Plan on June 30, 1986." (The New Plan). Your cost, schedule of reductions and conversion rights under the Gulf Life Insurance Plan are continued under The New Plan.

You will attain age 69 during the month of SEPTEMBER. In accordance with the aforementioned reduction schedule, the amount of your group life insurance will be $44,400 and your cost will be $12.20 per month - which means that $ 7,400 of your previous year's coverage will be terminated. The deduction made from your pension will change from $ 15.90 to $ 12.20 effective OCTOBER 1, 1990 .

You may now convert the amount of insurance which is terminating, to an individual policy normally issued by Metropolitan for your class of risk, except term insurance, at the regular rate for an individual your age. You will not be required to take a physical examination but you must apply within 31 days of the reduction or within 25 days of this letter, whichever is later.

Application for conversion may be made to the nearest Metropolitan Life Insurance Company Office, if the address is known or to its home office at One Madison Avenue, New York, N.Y. 10010, attention of Personnel Insurance Marketing Sales Services.

If you have any questions, please call us at (415) 894-2643.

Sincerely,

CONTRIBUTORY BILLING SECTION, PAYROLL SERVICES

By C. D. Yokoyama

1 (11-87)

APPLICATION FOR GROUP LIFE INSURANCE

GULF 50-B (Y)
PRINTED IN U. S. A.

Gulf Oil Corporation

(NOTE: USE TYPEWRITER OR PRINT ALL INFORMATION. PREPARE IN TRIPLICATE)

EMPLOYEE ELMER (FIRST NAME) HENRY (MIDDLE NAME) BRUNSTING (LAST NAME) EMPLOYEE NUMBER Y 114162

COMPANY Gulf Oil Corporation DEPARTMENT CHEMICALS

DATE OF BIRTH 9/29/21 SEX M DATE ENTERED EMPLOY 10/1/65

HOW SHALL PROCEEDS BE PAID? INDICATE IN SQUARE BELOW

[X] LUMP SUM [ ] MONTHLY INSTALLMENTS (INDICATE NUMBER) [ ] YEARLY INSTALLMENTS (INDICATE NUMBER)

BENEFICIARY NELVA (FIRST NAME) E. (MIDDLE NAME) BRUNSTING (LAST NAME) RELATIONSHIP WIFE

of Insured, if surviving the Insured; Otherwise to
to any and all children now to Elmer H. & Nelva E
Brunsting or their survivor, share and share alike

Unless otherwise directed, if more than one beneficiary is named, the insurance will be divided equally among them, if living, otherwise among the beneficiaries surviving; if no beneficiaries survive, payment will be made in accordance with the terms of the policy.

THIS EMPLOYEE SIGNED APPLICATION FOR INSURANCE ON 12-14-65 AND IS ENTITLED TO INSURANCE AS OF 1-1-66

AUTHORIZATION FOR PAYROLL DEDUCTION

DATE 12-14-65

I hereby apply for Group Life Insurance in amount now or hereafter applicable to my class as provided for in Policy No. 22263-02 (Schedule Y), and as it may be amended hereafter, issued by the Connecticut General Life Insurance Company, of Hartford, Conn., to the Gulf Oil Corporation. I agree to be bound by the rules governing this insurance, and I authorize the Gulf Oil Corporation and participating subsidiaries to deduct in advance the proper amount per month from my pay to apply toward the cost of said insurance.

APPLICATION RECEIVED IN PITTSBURGH _____

SIGNATURE Elmer H Brunsting (ORIGINAL SIGNATURE REQUIRED ON ALL COPIES)

CERTIFICATE ISSUED _____

WITNESS Marian MacKenzie (OTHER THAN BENEFICIARY)

CANCELED _____

APPROVED BY _____

COPY DISTRIBUTION: (1) ORIGINAL TO PITTSBURGH (2) DUPLICATE TO PAYROLL LOCATION (3) TRIPLICATE TO EMPLOYEE

Contributory Retirement Plan
of
Gulf Oil Corporation

Insurance

(Not to be filled in by Employee)

Employee No.....

Location No.....

Social Security No.....

APPLICATION FOR MEMBERSHIP

(Submit original to Pittsburgh Office if only front side is used, and in duplicate if reverse side is used)

I, ELMER H. BEWSTING, acknowledge receipt of
(Print Name in Full)

booklet containing the provisions of the Contributory Retirement Plan of Gulf Oil Corporation. I hereby accept the provisions of said Plan and agree to be bound by them, and by any and all rules and regulations now in force or that may be hereafter adopted, as provided for in that Plan.

In accordance with the provisions of that Plan, I make application to become a member effective as of the first day of ....., 19 66[1]. I shall have completed a period of at least six months of continuous service on or before the effective date of my membership. I was born on SEPT. (Month) 29 (Day) 1921 (Year).

I authorize The Gulf Companies to deduct from my compensation earned on and after the effective date of my membership contributions of 3 per cent[2] of my compensation. If my payroll period does not begin as of that effective date, I authorize the deduction to be effective from the first day of the next following payroll period.

I direct that, upon my death before retirement, the lump sum amount payable in accordance with Section 4F-1 of the Plan shall be paid to the beneficiary, or beneficiaries, as the case may be, named below.

BENEFICIARY	RELATIONSHIP
NELVA E. BEWSTING (First) (Middle Initial) (Last)	WIFE OF INSURED
IF surviving, to Insured, otherwise to the lawful surviving children of Insured in equal shares if any.	

I understand that if more than one beneficiary is designated and I have not otherwise directed, the lump-sum amount payable shall be divided equally among them, if living, otherwise among the beneficiaries surviving; if no beneficiaries survive or if none is named, payment shall be made to my estate.

I reserve the right to change the above beneficiary designation by filing a Form GULF 8528, "Change in Beneficiary Designation."

Executed this 27 day of [illegible], 19 66

(Witness) (Employee's Signature)

The following portion should be executed if the employee is married and resides in a Community Property State if a person other than the spouse is designated as a beneficiary.

I hereby consent to the above this ..... day of ....., 19.....

(Witness) (Signature of Spouse)

---

[1] Must be effective on the first day of a calendar month and application must be filed on or before that date.

[2] Must be one, two or three per cent of compensation. The contribution will be computed to the nearer whole dollar (to the higher dollar, if exactly at the mid-point).

Savings-Stock Bonus Plan
of
Gulf Oil Corporation

(Not to be filled in by Employee)
Employee No.....
Location No.....
Social Security No.....

APPLICATION FOR MEMBERSHIP
(Submit in duplicate to Pittsburgh Office)

I, ELMER H. BRUNSTING (Print Name in Full), acknowledge receipt of booklet containing the provisions of the Savings-Stock Bonus Plan of Gulf Oil Corporation. I hereby accept the provisions of said Plan and agree to be bound by them, and by any and all rules and regulations now in force or that may be hereafter adopted, as provided for in that Plan.

In accordance with the provisions of that Plan, I make application to become a member effective as of the first day of....., 19 66 [1].

I authorize The Gulf Companies to deduct from my compensation earned on or after the effective date of my membership contributions of 6 per cent[2] of my compensation. If my payroll period does not begin as of that effective date, I authorize the deduction to be effective from the first day of the next following payroll period.

I authorize and direct the Trustee under the Plan or its Agent to buy to the fullest extent practicable and to retain in safekeeping United States Savings Bonds, Series E, in whatever denominations are designated by the Committee. I further authorize and direct that such bonds be registered as follows:

MY NAME:
MR. ELMER H. BRUNSTING
~~MRS.~~
~~MISS~~
(Print) (First) (Middle Name or Initial) (Last)

ADDRESS 9200 N ALL AVE, SHAWNEE MISSION, KANSAS, 66207
(Give Number, Street, City or Town, State and Zip Code)

CO-OWNER [✓] or BENEFICIARY [ ] (Check only one, if either desired)

~~MR.~~
MRS. NELVA E. BRUNSTING
~~MISS~~
(Print) (First) (Middle Name or Initial) (Last)

ADDRESS 9200 N ALL AVE, SHAWNEE MISSION, KANSAS 66207
(Give Number, Street, City or Town, State and Zip Code)

NOTE: The Purchaser may, if he desires, designate an individual as Co-Owner or Beneficiary to be named on the bond, but not both. Married women should use given name (Mrs. Mary A. Smith, not Mrs. John J. Smith).

I hereby direct that during my life any bonds held in safekeeping for my account can be withdrawn only by me or by the Trustee on my behalf.

I hereby direct that upon my death any cash balance remaining in my account in any Savings Fund and the bonus provided by Section 6 of the Plan shall be delivered to the beneficiary, or beneficiaries, as the case may be, named below.

BENEFICIARY (First) (Middle Initial) (Last)	RELATIONSHIP
NELVA E. BRUNSTING	MY WIFE if she survives me, otherwise if my lawful surviving children in equal shares if any.

I understand that if more than one beneficiary is designated and I have not otherwise directed, any cash balance remaining in my account in any Savings Fund and the bonus provided by Section 6 of the Plan, shall be divided equally among them, if living, otherwise among the beneficiaries surviving; if no beneficiaries survive or if none is named, payment shall be made to my estate.

I reserve the right to change the above beneficiary designation by filing Form GULF 8528, "Change in Beneficiary Designation."

Executed this.....day of....., 19.....

(Witness) (Employee's Signature)

The following portion should be executed if the employee is married and resides in a Community Property State if a person other than the spouse is designated as a co-owner or beneficiary.

I hereby consent to the above this.....day of....., 19.....

(Witness) (Signature of Spouse)

[1] Must be effective on the first day of a calendar month and application must be filed on or before that date.

[2] Must be one, two, three, four, five or six per cent of compensation. The contribution will be computed to the nearer whole dollar (to the higher dollar, if exactly at the mid-point).

V&F 000617

THE TRAVELERS

THE TRAVELERS INSURANCE COMPANY

GROUP DEPARTMENT
Underwriting Division

700 MAIN STREET
HARTFORD, CONNECTICUT
06115

June 11, 1965

Mr. Elmer H. Brunsting
Star - Rt. 1 - Box 26
Pryor, Oklahoma

Dear Mr. Brunsting:

Group Policy G-34900

In accordance with information received from your former employer, John Deere & Co., we are enclosing a certificate reflecting the Paid-Up Life Insurance purchased by you while in their employ.

We have changed the beneficial designation shown on your Notice of Termination Form to conform to our standard wording. If the beneficial designation shown on the enclosed certificate is not what you intended, please advise us and we will make any necessary adjustments.

We ask that you communicate directly to The Travelers Insurance Company, Hartford, Connecticut, regarding any matters concerning this insurance.

Very truly yours
M C Shute
M. C. Shute, Supervisor

By Cat

MCS:JJB
Enc.

THE TRAVELERS 100 YEARS OF INSURANCE PROTECTION 1864–1964

VISIT THE TRAVELERS EXHIBIT 1964 1965 AT THE NEW YORK WORLD'S FAIR

V&F 000618

AWARD STATEMENT

Department of the Treasury
Financial Management Service
Philadelphia Financial Center
PO Box 51318
Philadelphia, PA 19115-6318

IN REPLY REFER TO:
310/295

FILE NUMBER:
V 1708 75 02 2

RETURN CORRESPONDENCE TO:
Department of Veterans Affairs
P.O.Box 7208
Phila., PA 19101-7208

000654
117087502020000020

MAY 29, 2009

Deposited 6/2/09

BRUNSTING FAMILY TRUST
NELVA E BRUNSTING TTEE
13630 PINEROCK
HOUSTON TX
77079-5914

WE ARE AUTHORIZING PAYMENT OF $ 10,353.18 TO YOU FROM GOVERNMENT LIFE INSURANCE POLICY V 17087502.

A PAYMENT FOR $ 10,353.18 IS ENCLOSED UNLESS YOU ASKED TO HAVE THE PAYMENT DEPOSITED DIRECTLY INTO YOUR BANK ACCOUNT.

*THIS IS A ONE TIME PAYMENT.

**THIS REPRESENTS 60 DAYS INTEREST PAID FOR THE PERIOD FROM THE DATE OF DEATH UNTIL MAY 31, 2009.

AMOUNT OF THIS INSURANCE POLICY	ADDITIONAL INSURANCE (PAID-UP)	YOUR SHARE	YOUR SHARE AMOUNT	DEDUCTIONS FROM YOUR SHARE AMOUNT: LOAN	LOAN INTEREST	LIEN	AMOUNT OF THIS INSURANCE AWARD
10,000		ALL	10,000.00				$ 10,000.00

AMOUNT OF EACH INSTALLMENT	NO. INSTALLMENTS (ORIGINAL)	NO. INSTALLMENTS PREVIOUSLY PAID	NO. INSTALLMENTS THIS PAYMENT	NO. INSTALLMENTS REMAINING	AMOUNT ACCUMULATED PAYMENTS
*					10,000.00

	PREMIUM REFUND	DIVIDEND	DIV. INTEREST	TOTAL DISABILITY PAYMENTS	OTHER	PLUS ADDITIONS
ADDITIONS	226.30	38.30			** 88.58	353.18

	PREMIUMS DUE	LIEN	LIEN INTEREST	PRIOR PAYMENTS	TOTAL DISABILITY OVERPAYMENTS	LESS DEDUCTIONS
DEDUCTIONS						

10 THE TREASURY DEPARTMENT WILL ISSUE A PAYMENT FOR THIS AMOUNT — 10,353.18

QUESTIONS ABOUT YOUR INSURANCE? CALL US TOLL FREE AT 1-800-669-8477
OPERATORS ARE ON DUTY MONDAY THROUGH FRIDAY 8:30 AM TO 6 PM EASTERN TIME

THIS IS NOT A BILL

Department of Veterans Affairs — ANNUAL INSURANCE POLICY STATEMENT

POLICYHOLDER	FILE NUMBER	POLICY NUMBER	MAILING DATE
ELMER H BRUNSTING	F V 1708 75 02	V 1708 75 02	03/14/03

2003 POLICY INFORMATION

PLAN

ORDINARY LIFE
Basic $10,000

Effective Date 03/18/62

$ 10,353.18 actual payout

TOTAL COVERAGE $ 10,000

CASH/LOAN VALUES

Values As Of 04-17-03

Basic Policy	$ 7,745.10
Paid-Up Additions	$ 0.00
TOTAL NET CASH VALUE	$ 7,745.10
TOTAL NET LOAN VALUE	$ 7,280.39

The current estimated amount to be paid to survivors is shown below:

Survivor Benefit $ 10,000.00

PREMIUMS

	Premium	Mode	How Paid
Basic	$246.20	Annual	Direct

OTHER DATA

A. **DIVIDEND OPTION**

Current option: NET CASH

Your 2003 dividend of $499.20 paid 03/14/03 was applied under the Net Cash option. A letter regarding payment of this dividend was sent under separate cover.

INSURANCE DIVIDENDS ARE NOT SUBJECT TO FEDERAL INCOME TAX

B.

You can now access your policy information online at our web site, www.insurance.va.gov. Click on the link, **"Online Policy Access"**. You will need a Personal Identification Number (PIN), which you can request at this web site. Once you receive your PIN in the mail, you will have access to information about your policy plan, values, premium status, dividends, loans, and your beneficiary designation.

C.

The current interest rate for new loans, and existing variable rate loans is 5%. This rate will remain in effect until October 1st, when it is subject to change. To apply for a loan, send a request over your signature to: P.O. Box 7327, Philadelphia, PA 19101-7327.

D.

Would you like to pay premiums by monthly deductions from your checking account? Call us to find out more about VA MATIC.

BENEFICIARY INFORMATION

Your last beneficiary designation of record was made in 1996.

If you have any questions, call 1-800-669-8477 or visit us at www.insurance.va.gov

Forms Approved
OMB No. 76-R0127

VETERANS ADMINISTRATION

DESIGNATION OF BENEFICIARY AND OPTIONAL SETTLEMENT

GOVERNMENT LIFE INSURANCE

FOR VA USE ONLY
19096

Please read instructions on pages 1, 2 and 4.

1A. NAME OF INSURED AND MAILING ADDRESS FOR INSURANCE PURPOSES (Type or print)

ELMER H. BRUNSTING
(FIRST NAME-MIDDLE NAME-LAST NAME)
13630 PINEROCK
(NUMBER AND STREET OR RURAL ROUTE)
HOUSTON TX 77079
(CITY OR P.O., STATE AND ZIP CODE)

Please Furnish Zip Code

2. FILE NO. (Include letter prefix)
FV17087502

3. POLICY NO. ON WHICH CHANGE IS DESIRED (Include letter prefix)
V17087502

1B. IS THIS A CHANGE OF ADDRESS FOR YOUR INSURANCE RECORDS?
☐ YES ☑ NO

4. SOCIAL SECURITY NO.
282-32-8905

5. BENEFICIARY DESIGNATION AND SELECTION OF OPTIONAL SETTLEMENT

A. COMPLETE NAME AND ADDRESS OF EACH BENEFICIARY	B. RELATIONSHIP TO INSURED	C. SHARE TO EACH (Use fractions, such as 1/2, 2/3, 3/4, or "all")	D. OPTION FOR EACH (1, 2, 3 or 4, read instructions on page 4 carefully)
PRINCIPAL			
NELVA E BRUNSTING	WIFE	ALL	1 LUMP SUM
			1
			1
			1
CONTINGENT			
CANDACE L. CURTIS	DAUGHTER	1/5	1 LUMP SUM
~~CAROL A. BRUNSTING~~	~~DAUGHTER~~	~~1/5~~	~~1 LUMP SUM~~
CARL H BRUNSTING	SON	1/5	1 LUMP SUM
AMY R. TSCHIRHART	DAUGHTER	1/5	1 LUMP SUM
ANITA K. RILEY	DAUGHTER	1/5	1 LUMP SUM

6. REMARKS (Include any additional information which will clarify your intent regarding the payment(s) of the above policy.)

ALL 5 CHILDREN TO RECEIVE EQUAL SHARES OR TO THE SURVIVORS IN EQUAL SHARES OR ALL TO THE SURVIVOR THOSE NAMED ARE ALL OF MY CHILDREN.

ALL PREVIOUS beneficiary and option selections under the policy number in Item 3 are hereby canceled and it is directed that the insurance be paid upon my death as specified above.

7. SIGNATURE OF WITNESS (Do not print)
Peggy Edwards
Elmer H Brunsting

8. ADDRESS OF WITNESS
7 Winners Circle Houston TX 77024

9. SIGNATURE OF INSURED (Do not print)
Elmer H Brunsting

10. SIGNED AT (City, State)
HOUSTON, TX

11. DATE
6/26/96

DO NOT WRITE IN SPACE BELOW - FOR VA USE ONLY

ENTERED BY VETERANS ADMINISTRATION

SIGNATURE OF VA INSURANCE UNDERWRITER

DATE RECORDED
7-5-96

VA FORM MAY 1977 **29-336** SUPERSEDES VA FORM 29-336, AUG 1967, WHICH WILL NOT BE USED.

DETACH PAGES 1 AND 2-RETURN BOTH COPIES OF PAGE 3
(The duplicate page 3 will be returned to you after recording by VA)

PAGE 3

V&F 000621

THE UNITED STATES OF AMERICA

hereby grants

National Service Life Insurance

on the

ORDINARY LIFE PLAN

NAME OF INSURED	POLICY NO.	FACE AMOUNT OF INSURANCE
ELMER H BRUNSTING	V 1708 75 02	$ 10,000

EFFECTIVE DATE OF POLICY *Month — Day — Year*	INSURING AGE	MONTHLY PREMIUM	AMOUNT REQUIRED TO PAY PREMIUMS IN ADVANCE		
			QUARTERLY	SEMIANNUALLY	ANNUALLY
3 18 62	40	$ 21.20	$ 63.40	$ 126.40	$ 251.00

Upon due proof of the death of the Insured while this policy is in force, this insurance will be payable to the beneficiary. The name of the beneficiary and mode of optional settlement of record will be furnished at any time upon request of the Insured.

This insurance is granted in consideration of the monthly premium due and payable on the effective date of this policy and on the corresponding day of each succeeding month during the lifetime of the Insured.

Premiums may be paid quarterly, semiannually, or annually in advance.

Waiver of Premium is provided for under certain conditions specified in this policy.

This policy takes effect on the effective date shown above.

Administrator of Veterans Affairs

1. PREMIUM PAYMENTS AND GRACE PERIOD

Premiums are payable in legal tender of the United States to the TREASURER OF THE UNITED STATES, at any office of the Veterans Administration authorized to receive premium payments.

Premiums are due and payable on their due dates, but a grace period of 31 days is allowed for payment of any premium after the first. During the grace period this policy will remain in force, but if this policy matures within that period, any unpaid premium will be deducted from the amount otherwise payable.

If a premium is not paid before the end of the grace period, this policy will lapse as of the due date of that premium.

The amounts required to pay premiums quarterly, semiannually, or annually in advance represent the discounted values of the monthly premiums for such periods. At any time prior to the surrender or maturity of this policy, the discounted value of any premiums paid in advance beyond the current policy month may be withdrawn by the Insured. Upon surrender of this policy prior to maturity, such value will be refunded to the Insured. At the maturity of this policy such value will be paid to the beneficiary.

2. REINSTATEMENT

If this policy has lapsed but has not been surrendered for its net cash value, it may be reinstated at any time provided the following requirements are met:

(*a*) A written application signed by the Insured, and evidence of health satisfactory to the Administrator must be furnished if required.

(*b*) Premiums for all months in arrears must be paid, with interest from their respective due dates at a rate to be determined by the Administrator.

(*c*) Any indebtedness on this policy at the time of lapse must be repaid or reinstated, together with policy loan interest thereon. Any excess of the indebtedness and interest over the reserve of this policy at the time of reinstatement must be paid.

3. DIVIDENDS

This policy will participate in and receive such dividends from gains and savings of the National Service Life Insurance Fund as may be determined by the Administrator. Dividends will be paid in cash, except that at the request of the Insured they may be left to accumulate on deposit provided this policy is in force on a basis other than extended term insurance. Interest on dividend accumulations will be credited annually at a rate to be determined by the Administrator. Dividend accumulations may be withdrawn at any time prior to lapse. Dividend accumulations on deposit at time of lapse will be applied only as a part of the net cash value to provide extended term insurance.

Dividend accumulations and unpaid dividends may not be applied to pay premiums except upon the written request of the Insured made while this policy is not lapsed. Any dividend accumulations not previously withdrawn and any unpaid dividends will be payable in cash upon maturity of this policy to the person currently entitled to receive payments under the policy. If this policy is issued or reinstated under any provision of the National Service Life Insurance Act, as amended, which provides for premiums being credited to other than the National Service Life Insurance Fund, this policy will not participate in any gains or savings of such Fund.

4. WAIVER OF PREMIUMS

If the Insured becomes totally disabled before his 60th birthday, and remains so disabled for at least 6 consecutive months, payment of premiums on this policy will be waived for as long as the total disability continues, subject to the following provisions (*a*) to (*f*):

(*a*) Total disability is defined as any one of the following:

(1) Any impairment of mind or body which continuously renders it impossible for the Insured to follow any substantially gainful occupation,

(2) The permanent loss of the use of both feet, of both hands, or of both eyes, or of one foot and one hand, or of one foot and one eye, or of one hand and one eye,

(3) The total loss of hearing of both ears, or

(4) The organic loss of speech.

(*b*) Total disability must be continuous and must exist for at least 6 consecutive months. It must have started:

(1) Before the Insured's 60th birthday,

(2) While this policy is not lapsed, and

(3) After the effective date of this policy or of the application therefor, whichever date is later, unless this policy was converted from a level premium term policy. In that case the total disability must have started after the effective date of such term policy or of the application therefor, if later, and while such policy was in force.

(*c*) The Insured must file written application for waiver of premiums and required proof that provisions (*a*) and (*b*), above, have been fulfilled. If the Insured dies without filing such application, it may be filed together with required proof by the beneficiary within 1 year after the Insured's death.

V&F 000622

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.

ELMER H BRUNSTING
NELVA E BRUNSTING
13630 PINEROCK LN
HOUSTON, TX 77079-5914

DETACH HERE

TEXAS CERTIFICATE OF TITLE

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION

59390628

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1G4HR54K3YU229418	2000	BUIC	4D

TITLE/DOCUMENT NUMBER: 10130337789070207 DATE TITLE ISSUED: 07/02/2003

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
LLF		3700	V53LMM

PREVIOUS OWNER: MOSSY OLDSMOBILE HOUSTON TX

ODOMETER READING: 035163

OWNER:
ELMER H BRUNSTING
NELVA E BRUNSTING
13630 PINEROCK
HOUSTON, TX 77079

REMARK(S): ACTUAL MILEAGE

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN	1ST LIENHOLDER	1ST LIEN RELEASED
NONE		DATE _____ BY _____ AUTHORIZED AGENT
DATE OF LIEN	2ND LIENHOLDER	2ND LIEN RELEASED
		DATE _____ BY _____ AUTHORIZED AGENT
DATE OF LIEN	3RD LIENHOLDER	3RD LIEN RELEASED
		DATE _____ BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

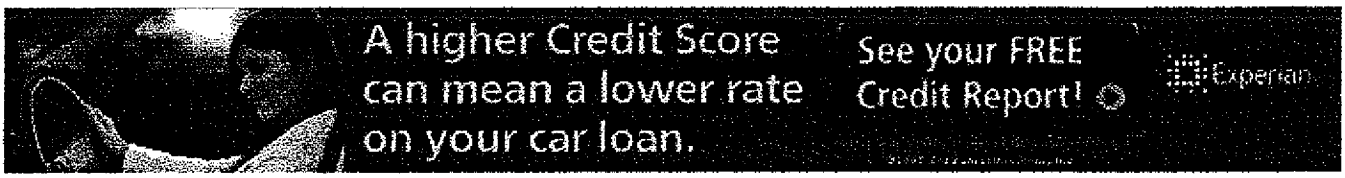
_____ SIGNATURE DATE
_____ SIGNATURE DATE
_____ SIGNATURE DATE

FORM 30-C REV. 5/2002

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION. V&F 000623

Kelley Blue Book
THE TRUSTED RESOURCE
kbb.com

Send to Printer



2000 Buick LeSabre Limited Sedan 4D

BLUE BOOK® SUGGESTED RETAIL VALUE



	Condition	Value
✓	**Excellent**	**$6,915**
	(Selected)	

Suggested Retail Value
Assumes Excellent Condition...
More

Vehicle Highlights

Mileage: 76,000
Engine: V6 3.8 Liter
Transmission: Automatic
Drivetrain: FWD

Selected Equipment

Standard

Air Conditioning	Tilt Wheel	Dual Front Air Bags
Power Steering	Cruise Control	ABS (4-Wheel)
Power Windows	AM/FM Stereo	Dual Power Seats
Power Door Locks	Cassette	Alloy Wheels

Blue Book Suggested Retail Value

The Kelley Blue Book Suggested Retail Value is representative of dealers' asking prices and is the starting point for negotiation between a consumer and a dealer. This Suggested Retail Value assumes that the vehicle has been fully reconditioned and has a clean title history. This value also takes into account the dealers' profit, costs for advertising, sales commissions and other costs of doing business. The final sale price will likely be less depending on the vehicle's actual condition, popularity, type of warranty offered and local market conditions.

Vehicle Condition Ratings

✓ **Excellent** (Selected) **$6,915**

- Looks new, is in excellent mechanical condition and needs no reconditioning.
- Never had any paint or body work and is free of rust.
- Clean title history and will pass a smog and safety inspection.
- Engine compartment is clean, with no fluid leaks and is free of any wear or visible defects.
- Complete and verifiable service records.

Less than 5% of all used vehicles fall into this category.

* Texas 6/24/2009

advertisement



Close Window

Account number: 609-91956-1-9
Statement type: Preferred
March 28 - April 24, 2009

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FBO NELVA E BRUNSTING IRA
13630 PINEROCK LANE
HOUSTON TX 77079-5914

JOE AND DOUG WILLIAMS rt
9525 KATY FREEWAY SUITE 122
HOUSTON TX 77024
713-464-6071

Value Summary

Value on Apr 24	$15,493.85
Value on Mar 28	$14,278.70
Value one year ago	$28,649.61

Summary of Your Assets

Held at Edward Jones	Value on Apr 24	Value on Mar 28	Dollar change
Cash & money market	$89.33	$89.33	$0.00
Stocks	15,404.52	14,189.37	1,215.15
Total at Edward Jones	**$15,493.85**	$14,278.70	$1,215.15

Your Retirement Account Summary

	This period	Cumulative
2009 Contributions	$0.00	$0.00
2008 Contributions	$0.00	$0.00
Fee paid by this account	$0.00	$40.00

Is a Roth IRA right for you?
Now may be a good time to consider converting all or part of your traditional, SEP or SIMPLE IRA to a Roth IRA, which offers tax-free income in retirement. As investment values have declined, so has the tax liability for converting. Call your financial advisor for more details. (Edward Jones does not provide tax advice. You should consult with a tax specialist for your specific situation.)

Summary of Your Income

Income from securities	This Period	Year-to-date
Dividends	—	$202.12
Total	—	$202.12

(Individual retirement account)

V&F 000625

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Your Assets at Edward Jones

Cash and money market funds	7-day current yield	7-day compounded yield	Current value
Cash			$89.33
Total cash and money market funds			**$89.33**

Stocks	Our asset category/ Our recommendation	Current price	Current shares	Current value	Amount invested	Amount withdrawn
CHEVRON CORP Symbol: CVX	Growth & Income Buy	66.600	93.	$6,193.80	—	—
DOW CHEMICAL CO Symbol: DOW	Growth & Income None	12.990	164.	2,130.36	7,501.68	-291.55
STRYKER CORP Symbol: SYK	Growth Buy	38.530	183.76226	7,080.36	9,010.35	—
Total stocks				**$15,404.52**	—	—
Total estimated asset value				**$15,493.85**		

Midyear Market Update: Your Questions Answered
As we approach the halfway point in 2009, the financial landscape continues to be uncertain. What should you do now, and how can you keep your investing strategy on track? Join us for answers to these questions and more at our special video broadcast featuring a panel of investors just like you. Check with your local branch for dates and times, invite your relatives and friends, and reserve your seat today.

Account number: 609-91955-1-0
Statement type: Preferred
March 28 - April 24, 2009

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A Unique Understanding of Your Financial Needs

At Edward Jones, we believe the best investment recommendations are those tailored to your specific needs. That's why we work so hard to thoroughly understand your financial situation and your goals. The following is an overview of your investment and borrowing activity with Edward Jones. Working with your financial advisor, use it to determine how we can help you meet other important financial goals. Call JOE R. WILLIAMS at 713-464-6071.

Although account information is provided on this page, it does not guarantee an actual statement was produced. Please refer to your account statement for the exact registration and more specific details regarding each account. Edward Jones statements are issued for each account holding securities in firm name with Edward Jones in March, June, September and December. Monthly statements (for months other than those previously referred to) will not be sent to you in months for which there was no activity or your only account activity is the payment of income on your Edward Jones money market account or your cash account balance.

Investment accounts	Account holder	Account number	Current value	Value one year ago
Individual retirement account	ELMER H BRUNSTING	609-91955-1-0	$18,964.81	$30,987.78
Total investment accounts			$18,964.81	$30,987.78

Do you prepare for family vacations more than you do for college?
Having fun with your family is important, but nothing is more important than your children's future. Fortunately, Edward Jones can help you put together a strategy to help pay for their education. True, vacations are great - but graduation ceremonies are even better. For a personalized review of your situation, contact your financial advisor today.

We hope this overview of your relationship with Edward Jones provides useful information as you consider your financial decisions. Information reported from this point forward is specific to your individual investment and/or retirement account(s).

Please refer to the important information and disclosures on the last page of this package.

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Account number: 609-91955-1-0
Statement type: Preferred
March 28 - April 24, 2009

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EDWARD D JONES & CO CUSTODIAN
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13630 PINEROCK LANE
HOUSTON TX 77079-5914

JOE R. WILLIAMS
9525 KATY FREEWAY SUITE 122
HOUSTON TX 77024
713-464-6071

Value Summary

Value on Apr 24	$18,964.81
Value on Mar 28	$17,769.29
Value one year ago	$30,987.78

Summary of Your Assets

Held at Edward Jones	Value on Apr 24	Value on Mar 28	Dollar change
Cash & money market	$806.92	$473.79	$333.13
Bonds	14,936.57	14,189.87	746.70
Mutual funds	3,221.32	3,105.63	115.69
Total at Edward Jones	**$18,964.81**	$17,769.29	$1,195.52

Your Retirement Account Summary

	This period	Cumulative
2009 Contributions	$0.00	$0.00
2008 Contributions	$0.00	$0.00
Fee paid by this account	$0.00	$40.00

Is a Roth IRA right for you?
Now may be a good time to consider converting all or part of your traditional, SEP or SIMPLE IRA to a Roth IRA, which offers tax-free income in retirement. As investment values have declined, so has the tax liability for converting. Call your financial advisor for more details. (Edward Jones does not provide tax advice. You should consult with a tax specialist for your specific situation.)

Summary of Your Income

Income from securities	This Period	Year-to-date
Interest	$333.13	$509.40
Dividends	—	35.68
Total	$333.13	$545.08

(Individual retirement account)

V&F 000629

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Your Assets at Edward Jones

Cash and money market funds	7-day current yield	7-day compounded yield	Current value
Cash			$806.92
Total cash and money market funds			**$806.92**

Bonds

Corporate bonds

	Rating	Maturity value	Maturity date	Interest rate	Current value	Amount invested	Amount withdrawn	Your yield to maturity
GENERAL ELECTRIC CAPITAL CORP INTERNOTES DTD 04/10/2008	AA+/Aa2	$13,000.00	04/15/2019	5.125%	$11,256.18	$13,000.00	—	5.12%
GENERAL MOTORS ACCEPTANCE CORP SMARTNOTES DTD 06/22/2004 CALLABLE 06/15/2009 @ 100.00	CCC/C/CC	10,000.00	06/15/2019	6.750%	2,742.90	10,000.00	—	6.75%
Total corporate bonds		**$23,000.00**			**$13,999.08**	$23,000.00	—	

Bonds with par value other than $1000

	Current shares	Maturity value	Current price	Current value	Amount invested	Amount withdrawn
GENERAL MOTORS CORP SENIOR NOTE 7.25% DUE 2/15/52 Symbol: RGM	389.	$9,725.00	2.410	$937.49	$9,963.30	—
Total Bonds with par value other than $1000		**$9,725.00**		**$937.49**	$9,963.30	—
Total bonds		**$32,725.00**		**$14,936.57**	$32,963.30	—

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Mutual funds	Our asset category	Current price	Current shares	Current value	Amount invested	Amount withdrawn
CAPITAL INCOME BUILDER FUND CL A	Growth & Income	39.26	82.051	$3,221.32	$5,367.92	-$145.32
Quote Symbol: CAIBX						
Total mutual funds				**$3,221.32**	$5,367.92	-$145.32
Total estimated asset value				**$18,964.81**		

Summary of Your Investment Activity

Total cash and money market funds on Mar 28	$473.79
Additions	
Income	$333.13
Total additions	$333.13
Total cash and money market funds on Apr 24	**$806.92**

Detail of Your Investment Activity

Additions

	Type	Date		Quantity	Amount per share	Rate	Amount	Where invested
Income	Interest	04/15	GE CAPITAL CORP INTERNOTES DUE 04/15/2019 5.125 %	13000.		0.025625	$333.13	Cash Balance
		Total income					**$333.13**	

(Individual retirement account)

V&F 000631

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ACCOUNT INFORMATION

Please see your account agreement forms for complete conditions governing your account. All transactions are subject to applicable rules of the exchange market and its clearing house where the trade occurred, as well as of the Securities Exchange Commission, the Federal Reserve Board and any applicable self-regulatory organizations.

You can only withdraw $2,500 per day from a bank teller using your Edward Jones VISA debit card.

With questions regarding your mortgage or home equity loans, please refer to the separate loan statement issued for a description of fees and charges.

Account Safety - Please report promptly any inaccuracy, discrepancy, and/or concern by calling Client Relations at (800)441-2357. If you have a complaint, please notify us at Edward Jones, Attn Complaints Dept., 1245 JJ Kelley Memorial Dr., St. Louis, MO 63131. Any oral communications should be re-confirmed, in writing, to further protect your rights, including the rights under Securities Investor Protection Act (SIPA).

Account Protection - Edward Jones provides account protection for your securities (except annuities and insurance) held by Edward Jones for your account. The Securities Investor Protection Corporation (SIPC) provides $500,000 of coverage for missing securities, including $100,000 for claims for cash awaiting reinvestment. Edward Jones purchases additional protection from Underwriters at Lloyd's. This policy covers only theft, misplacement, destruction, burglary, embezzlement or abstraction up to an aggregate limit of $1 billion for all claims of clients of Edward D. Jones, LP and it's U.K. subsidiary, Edward Jones Limited. Market losses are not covered by the SIPC or the additional protection. For more information about the SIPC, visit www.sipc.org or call 202-371-8300.

REGULATORY DISCLOSURES

Financial Statement - The firm's financial statement is available at your branch office, or a copy will be mailed upon written request.

Rights to your Free Credit Balance - We are permitted to use your free credit balances to conduct our business, subject to the limitations of 17C.F.R.240 15c3-3 under the Securities Exchange Act of 1934. You have the right to receive, during normal business operations, delivery of your free credit balances; any securities to which you are entitled and which have been fully paid; and upon full payment of any debt to us, any securities purchased on margin. You may receive interest on free credit balances, provided the funds in your account are awaiting reinvestment. If you currently maintain free credit balances in your account solely for the purpose of receiving credit interest and don't plan to invest the funds in the future, we reserve the right to stop paying interest on those balances or to take any additional necessary action with respect to those balances. Contact your financial advisor to discuss your options.

Errors or Questions About Your Electronic Transfers - For details, go to www.edwardjones.com/electronictransfer or refer to the statement cover page for our contact information.

Loan/Margin Accounts - Our Personal Line of Credit, including Write Your Own Loan checks, and Overdraft Protection are margin loans. If you have a loan or margin account, this statement covers: your general brokerage account; a special misc. account maintained for you under section 4(F)(6) of Regulation T issued by the Board of Governors of The Federal Reserve System; a separate account for securities you have sold short.

Tax Withholding on Retirement Accounts - Federal income taxes of 10% on IRA or 20% on qualified plan distributions will be withheld unless a higher amount is elected or an IRS exception applies. State income taxes are withheld depending upon your state of residence upon distribution. Your withholding election will remain in effect until federal or state rule changes. Insufficient withholding may subject you to estimated income-tax payments to avoid penalties.

Fair Market Value for Individual Retirement Accounts - If you have an IRA, Roth, SEP or SIMPLE, your December 31st fair market value will be reported to the IRS as required by law.

Required Minimum Distributions (RMDs) - RMDs from other IRAs must be calculated separately, but the total amount may be removed from one or more of your IRAs. RMDs from qualified plans must be calculated and removed separately from each plan and cannot be part of your IRA RMD. If you turned age 70-1/2 last year, and deferred your first RMD until the current year or you have unpriced securities in this account, the RMD Summary Section is understated. Verification by a tax professional is recommended.

Transaction/Settlement Dates - Securities transactions are noted on the settlement date shown on the transaction confirmation, excepting transactions involving Edward Jones Tax-free Money Market Fund or Edward Jones Money Market Investment Shares or Retirement Shares which are listed on the trade date. Additional sections report pending trades and open orders.

Contingent Deferred Sales Charge - Shares sold of certain mutual fund classes may be subject to a contingent deferred sales charge.

Portfolio Objective - Inform us promptly of any material change in your portfolio objective or financial situation.

Debt Securities Transactions - Call features may exist which could affect yield; complete information will be provided upon request.

Information for Investors - Edward Jones is a member of the New York Stock Exchange and the Chicago Stock Exchange. The firm also transacts business with a variety of dealers in securities, including listed and over-the-counter stocks and bonds, government and agency issues and municipal securities. For equity securities, the firm monitors performance of competing market centers and dealers and routes orders to those that consistently guarantee execution at the national best bid or offer or better. Routed market orders generally are directed to market centers or dealers that offer opportunity for better prices through either automated or manual systems. For agency transactions, the name of the other broker or party to the transaction will be furnished upon written request. For agency and principal transactions, the date and time of execution will be furnished upon written request. Periodically, the firm may receive other remuneration on agency trades from other sources. Information will be furnished upon written request.

TERMINOLOGY

Total Estimated Value - The approximate value of the assets held at Edward Jones and outside companies at the statement date shown or date specified in the detail of Your Assets. It is estimated as the prices used to value your securities are provided by an outside service and do not always represent exact market prices. Edward Jones can't guarantee the accuracy of such values; if you need the exact price, contact your financial advisor. Values for many fixed-income securities are estimates based on coupon rate and credit rating and may not represent actual transaction price. Values don't include accrued interest or dividends and for some investments don't reflect applicable charges and fees.

Your Assets Held Outside Edward Jones - Balances are provided for your information only to give an overall view of your investments with Edward Jones. SIPC coverage isn't extended to assets held outside the custody of Edward Jones. Refer to the statement received directly from these companies for details.

Tax Information for Income Distributions - Your year-end tax documents (eg. Form 1099) will provide specific classifications of your income distributions. The 2003 tax law allows Qualified (Q) dividends to be taxed at reduced rates: 15%, or 5% for individuals whose tax rates are 15% or less. Nonqualified (N) dividends are taxed at ordinary rates. Some, but not all, of Partially Qualified (P) dividends are taxed at reduced rates.

Cost Basis - The amount paid for a security, including commissions, reinvestments and original issue discount (OID) and adjustments for sales, principal returns, splits and spin offs. Some data may be unsubstantiated and should not be relied upon for tax preparation.

Amount Invested/Withdrawn - Amount invested reflects all purchases and other additions to your holdings, with the exception of dividend reinvestments. Amount withdrawn shows how much of your investment has been sold, redeemed or transferred. These figures should not be used for tax reporting or tax preparation.

Ratings and Recommendations - Edward Jones research opinions, Standard & Poor's, Moody's, and Fitch's ratings may be shown for certain securities. Ratings or recommendations should not be considered an indication of future performance.

Account Activity - Entries appearing in Account Activity sections under columns headed "Where Invested" or "Sources of Funds" are additions to or subtractions from your account. For clients who maintain a money market account, entries indicating "Tax-Free Money Market" mean Edward Jones Tax-Free Money Market Fund and entries indicating "Money Market" mean Edward Jones Money Market Investment Shares or Retirement Shares depending on the share class owned. Activity dates appearing under "Sources of Funds" correspond to the sale date of the designated Edward Jones Money Market Fund. Entries appearing under "Where Invested" will be transacted as a purchase of the previously designated Edward Jones Money Market Fund on the second business day after the date shown, with the following exceptions which will be transacted on the date indicated:

Source of Funds	Number of Days After Activity Date Shown Until Purchase of Money Market Fund
Wired Funds, SWPS Electronic Bank Transfer, Direct Deposit	1
Security Sold or Interest/Dividend Received*	0
Bond Maturities, Calls, Tendered Items *	1
Transfers from Margin Account or Money Market Fund in another Edward Jones Account	0

*For assets held within Edward Jones account

MetLife®

Brunsting Family Liv Trust Dtd
Fbo the Brunsting Family
13630 Pinerock Ln
Houston, TX 77079-5914

Dear Class Member:

This letter is to inform you that the relief you are entitled to receive as a member of the class-action lawsuit involving the Metropolitan Life Insurance Company is effective March 24, 2000.

It is not necessary that you do anything at this time. Information about the relief, including when the coverage period ends, is listed below in the Relief Summary. We suggest that this letter be filed with your important records.

RELIEF SUMMARY

Class Member..... Brunsting Family Liv Trust Dtd
Annuity Contract Number..... M9232883
Measuring Life..... Nelva E Brunsting
Estimated Accidental Death Benefit Amount..... $4,000.00
Accidental Death Benefit Coverage Period ends on..... 3/24/2003

It is important to note that the benefit provided by the relief is at no cost to you. If your contract is currently in effect, the relief is *in addition to* any benefits you may be entitled to receive under the terms of your annuity and will not impact its benefits, values or guarantees.

To file a claim resulting from the accidental death of the Measuring Life while the benefit is in effect, send due proof of the accidental death to:

Metropolitan Life Insurance Company
Client Relations Center
500 Schoolhouse Road
Johnstown, PA 15904
Attention: Claim Department

If you have questions, please feel free to call 1-800-242-3971 during the hours of 9 a.m. to 7 p.m. Eastern Time.

Sincerely,

MetLife Class Action Information Center

Please Note: Name change information submitted after the settlement date of August 18, 1999, may not be reflected in this letter. If you have notified us regarding a name change, it is not necessary to contact us again.

Voucher Number: 61408111

CU0146271-10A20146323
V&F 000633

ANNUITY VALUATION

Estate of: Elmer Brunsting

Valuation of: John Deere (Minn Life)

DOD (DOF):	04/01/09	
AFR, (type .06 for 6%):	2.6%	✓
DOB - beneficiary:	10/08/26	
age of bene. at DOD (DOF):	82 yrs. 5 mos.	
Amount of payment:	$30.40	
No. of Payments/ year:	12	
Table S factor:	0.83238	✓
Table K adj. factor:	1.0119	✓

a)	AFR rate for:	Apr-09				2.6%
b)	Beneficiary's date of birth:					10/08/26
c)	Age of bene. closest to DOD:					82
d)	Annual annuity:	$30.40	*	12	=	$364.80
e)	Table factor:	(1 - 0.83238) /		0.026	=	6.446923077
f)	Monthly adjustment factor:					1.0119
Calculation: (d * e * f)						**$2,379.82**

The Vacek Law Firm, PLLC

John Hancock

John Hancock Life Insurance Company

U.S. Fixed Products – Benefit Administration, S-8
Post Office Box 111
Boston, Massachusetts 02117

JULY 6, 2009

NELVA E BRUNSTING
13630 PINE ROCK
HOUSTON TX 77079-5914

GAC: 7076
ASSOC: 10001
CERT: XXXXX8905
PAYEE ID: 201
DECEASED: 4-01-2009

RE: ELMER H BRUNSTING

C/H CHEVRON CORPORATION

We are sorry to learn of the death of the above Payee and we wish to extend our sympathy to you at this time.

NELVA E BRUNSTING is entitled to receive monthly installments of $30.40 commencing 5-01-2009 and payable through LIFETIME under the terms of the CONTINGENT ANNUITANT option.

Enclosed, therefore, is the initial check.

Check # GB7-0940134 for $60.80 represents the monthly benefit for 5-01-2009 through 6-30-2009.

Subsequent checks will be mailed to the Payee.

If we can be of any further assistance to you, please do not hesitate to contact us at the address above.

Sincerely,

Donna Vickers

DONNA VICKERS

ANNUITY VALUATION

Estate of: Elmer Brunsting

Valuation of: John Deere (Minn Life)

DOD (DOF):	04/01/09	
AFR, (type .06 for 6%):	2.6%	✓
DOB - beneficiary:	10/08/26	
age of bene. at DOD (DOF):	82 yrs. 5 mos.	
Amount of payment:	$91.78	
No. of Payments/ year:	12	
Table S factor:	0.83238	✓
Table K adj. factor:	1.0119	✓

a)	AFR rate for:	Apr-09			2.6%
b)	Beneficiary's date of birth:				10/08/26
c)	Age of bene. closest to DOD:				82
d)	Annual annuity:	$91.78	* 12	=	$1,101.36
e)	Table factor:	(1 - 0.83238) /	0.026	=	6.446923077
f)	Monthly adjustment factor:				1.0119

Calculation: (d * e * f) **$7,184.88**

MINNESOTA MUTUAL LIFE

NOTICE OF RETIREMENT

Pension Administration • 400 North Robert Street • St. Paul, Minnesota 55101

This form is used to instruct Minnesota Mutual to pay retirement benefits to the participant identified below.

PLAN NAME	CONTRACT NUMBER
John Deere Pension Plan	8074
PARTICIPANT	**PARTICIPANT NUMBER**
Elmer Brunsting	3700

SOCIAL SECURITY NUMBER		DATE OF BIRTH *(PLEASE ATTACH PROOF OF DATE OF BIRTH)*	CERTIFICATE NUMBER
282-32-8901	☒ MALE ☐ FEMALE	9-29-21	

MAILING ADDRESS (Street, City, State, Zip)
13630 Pinerock
Houston TX 77079

ANNUITY FORM
Automatic Retirement Annuity - Joint and Survivor

ANNUITY COMMENCEMENT DATE	ANNUITY AMOUNT	EMPLOYEE CONTRIBUTIONS TOWARDS PENSION BENEFIT
10/1/96	$ 91.78	$

BENEFICIARY	RELATIONSHIP TO PARTICIPANT	BENEFICIARY'S SOCIAL SECURITY NO.
NELVA E. BRUNSTING	SPOUSE	481-30-4685

SIGNATURES ARE REQUIRED TO COMPLETE PROCESSING — SEE BELOW

COMPLETE THIS SECTION ONLY IF a Joint and Survivor or Surviving Spouse Annuity Option has been selected.

JOINT ANNUITANT'S/SPOUSE'S NAME
NELVA E. BRUNSTING

RELATIONSHIP TO PARTICIPANT	DATE OF BIRTH *(PLEASE ATTACH PROOF OF DATE OF BIRTH)*	SOCIAL SECURITY NUMBER
SPOUSE	10-5-26	481-30-4685

I HEREBY CERTIFY THAT THE FORM OF PAYMENT AND THE BENEFICIARY DESIGNATION IS MY SELECTION

SIGNATURE OF CONTRACTHOLDER'S AUTHORIZED REPRESENTATIVE AND TITLE	DATE
X	
SIGNATURE OF PARTICIPANT	**DATE**
X	
SIGNATURE OF JOINT ANNUITANT	
X	

For Home Office use only

PAYEE(S)		PLAN CODE
		U V R T
MATURITY VALUE	**MORTALITY TABLE**	**INTEREST RATE**
$		

COMMENTS

SEND INITIAL CHECK TO:	TRANSACTION NUMBER	APPROVED BY	MEMO NUMBER

F. 21318 Rev. 10-82 WHITE COPY TO ANNUITY PAYMENTS - CANARY COPY TO MEMO BOOK - PINK COPY TO CASE FILE - GOLDENROD COPY TO ACTUARIAL

CERTIFICATE OF COVERAGE UNDER GROUP RETIREMENT ANNUITY CONTRACT NO. 8074-DA

issued to

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

as Trustee of

Fund A of The John Deere Pension Trust

by

THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY

CERTIFICATE OF PARTICIPATION

Participant Elmer H. Brunsting Date of Issue September 1, 1966

Normal Monthly Annuity $ 132.44 Normal Retirement Date October 1, 1986

The Normal Monthly Annuity shall commence on the Participant's Normal Retirement Date and shall terminate with the last payment due prior to the Participant's death. At any time before retirement, the Participant may elect a modified amount of life annuity under one of the two following Optional Retirement Annuities:

Option 1
A Joint Life and Survivor Annuity under which monthly payments are made while both the Participant and his beneficiary are living, and, after the first death, are continued in the same amount to the survivor, terminating with the last payment due prior to the death of the survivor.

Option 2
A Joint Life and Two-Thirds to Survivor Annuity under which the monthly payments are made while both the Participant and his beneficiary are living and, after the death of the first, are continued for two-thirds of the original amount to the survivor, terminating with the last payment due prior to the death of the survivor.

Not more than one beneficiary may be designated to receive payments jointly with the Participant under an Optional Retirement Annuity.

The Normal Retirement Annuity, or an Optional Retirement Annuity, if elected, may be paid to Participants retiring on Normal Retirement Date, or on an Early or a Postponed Retirement Date.

A Participant may elect to have his monthly annuity begin on a date earlier or later than his Normal Retirement Date provided such date is within five years of his Normal Retirement Date. When such election is made, the amount of monthly annuity available will be that amount which can be purchased by the reserve value of the Participant's coverage on such date.

The amount of annuity available under the optional forms, or the amount of annuity available on a date other than the Participant's Normal Retirement Date, will be furnished by the Minnesota Mutual upon request.

July 14, 1986

The Minnesota Mutual Life Insurance Company
400 North Robert Street
St. Paul, Minnesota 55101

Gentlemen:

I hold a Certificate of Coverage under Group Retirement Annuity Contract No. 8074-DA issued to Continental Illinois National Bank and Trust Company of Chicago as Trustee of Fund A of the John Deere Pension Trust. My normal retirement date is approaching. Will you please advise how we go about initiating payment and the amount that would be payable under option 1 and 2. My wife's birth date is October 8, 1926. My current address is:

13630 Pinerock
Houston, Texas 77079

Very truly yours,

Elmer H Brunsting

E. H. Brunsting

MINNESOTA MUTUAL LIFE

INCOME OPTION SELECTION

Pension Administration • 400 North Robert Street • St. Paul, Minnesota 55101-2098

PLAN NAME	CONTRACT(S) NUMBER	RETIREMENT DATE
John Deere Pension Plan	8074	10-1-86

PARTICIPANTS NAME	DATE OF BIRTH	JOINT ANNUITANT'S NAME (If Married)	DATE OF BIRTH
Elmer Brunsting	9-29-21		10-8-26

This Presentation is based on these assumptions below. If any of these assumptions are changed, the amounts could change.

AUTOMATIC RETIREMENT ANNUITY (Figures based on Current Value)

The income a participant receives at retirement must be paid as a Joint and Survivor annuity if the participant is legally married at retirement, **UNLESS HE/SHE CHOOSES AN OPTIONAL RETIREMENT ANNUITY INSTEAD.**

Under a Joint and 100% to survivor annuity, monthly payments are made to both the participant and his/her spouse while they are both living, and after the first death are continued in the same amount to the survivor terminating with the death of the survivor.

The amount you would receive under this option per month is $ 91.78 .

If you wish to receive a "Joint and 100% to Survivor Annuity", please sign immediately below.

If you do not wish to receive payments on a "Joint and 100% to Survivor Annuity" option, please review and choose one of the Optional Retirement Annuities listed in the next section.

PARTICIPANT'S SIGNATURE (SIGN HERE ONLY IF A "JOINT AND 100% TO SURVIVOR ANNUITY" OPTION IS CHOSEN) | DATE

X Elmer H Brunsting | 8/22/86

OPTIONAL RETIREMENT ANNUITIES (Figures based on the Current Value) *Please check one box.*

☐ Option 1 $ 132.44 — A monthly Life Annuity continuing during the participant's lifetime, terminating with the last payment due before his death.

☐ Option 2 $ N/A — A monthly Life Annuity with the provision that if the participant dies before having received income for 60 months, the payments for the remainder of such period shall be continued to the beneficiary, or, if the beneficiary so elects, such payments shall be commuted at the contract rate of interest and commuted value thereof paid in a single sum to the beneficiary.

☐ Option 3 $ N/A — A monthly Life Annuity with the provision that if the participant dies before having received income for 120 months, the payments for the remainder of such period shall be continued to the beneficiary, or, if the beneficiary so elects, such payments shall be commuted at the contract rate of interest and commuted value thereof paid in a single sum to the beneficiary.

☐ Option 4 $ 104.50 — A joint Life and Two-thirds to Survivor Annuity under which monthly payments are made while both the participant and his beneficiary are living, and, after the first death, are continued for two-thirds of the original amount to the survivor, terminating with the last payment due prior to the death of the survivor.

PARTICIPANT'S SIGNATURE (SIGN HERE ONLY IF ONE OF THE ABOVE OPTIONS HAVE BEEN CHOSEN) | DATE

X

If an Optional Annuity is chosen and the participant is married, then his/her spouse must consent and the signature must be witnessed by the Plan Administrator or a Notary Public.

CONSENT OF SPOUSE:

I certify that I am the spouse of the Participant and that I have read this form as completed and signed by my spouse. I understand that the form of option selected by my spouse is not a joint and survivor annuity. My signature below signifies my consent to this option.

SIGNATURE OF SPOUSE | DATE

WITNESSING OF SPOUSAL CONSENT:

On this ____ day of _____, 19____, before me

appeared _____, to me personally known and who acknowledged before me the execution of this instrument.

SIGNATURE OF PLAN ADMINISTRATOR OR NOTARY PUBLIC | DATE

F.21708-2 Rev. 3-85 WHITE: Annuity Payments, CANARY: Pension Administration, PINK: Participant

V&F 000640

Securian Retirement Services
400 Robert Street North
St. Paul, MN 55101-2098

SECURIAN

June 25, 2009

Nelva E. Brunsting
13630 Pinerock Lane
Houston, TX 77079

Re: Contract Name: John Deere Pension Trust
Contract Number: 8074

Dear Mrs. Brunsting:

Please find enclosed the certified copy of Mr. Elmer H. Brunsting's death certificate; I have made a copy for our records and am returning the original to you at this time. Thank you for your prompt attention to this matter.

Also enclosed is an ACH confirmation which represents your July 2009 payment. Payments will continue to be deposited to your account around the first of each month, in the amount of $91.78, for your lifetime.

Please contact our Settlement Contracts department at 1-800-272-4772 if your address changes, or if you wish to make changes to your withholding. You are welcome to contact me at the number or e-mail address below should you have any other questions.

Sincerely,

Erin Niccum
Securian Retirement
1-800-627-0304, extension 53664
erin.niccum@securian.com

Enclosures

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, MN 55101-2098

Source Number: 71512
Warrant Number: KP028650
Payment Request Number: 000187

ANN * N
ACH Effective Date: 06/26/2009
Amount: $*******91.78**

MINNESOTA LIFE
A Minnesota Mutual Company

NELVA E BRUNSTING
13630 PINEROCK LN
HOUSTON TX 77079

JUNE 24, 2009

THE ABOVE STATED AMOUNT WILL BE CREDITED TO YOUR ACCOUNT SHORTLY AND REPRESENTS THE JULY 2009 PAYMENT. FUTURE PAYMENTS WILL BE CREDITED TO YOUR ACCOUNT AROUND THE 1ST OF EACH MONTH.

PENSION VALUATION

Estate of: Elmer Brunsting

Valuation of: Chevron

DOD (DOF):	04/01/09				
AFR, (type .06 for 6%):	2.6%	✓			
DOB - beneficiary:	10/08/26				
age of bene. at DOD (DOF):	82	**yrs.**	5	**mos.**	
Amount of payment:	$776.81				
No. of Payments/ year:	12				
Table S factor:	0.83238	✓			
Table K adj. factor:	1.0119	✓			

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a)	AFR rate for:	Apr-09				2.6%
b)	Beneficiary's date of birth:					10/08/26
c)	Age of bene. closest to DOD:					82
d)	Annual annuity:	$776.81	*	12	=	$9,321.72
e)	Table factor:	(1 - 0.83238	) /	0.026	=	6.446923077
f)	Monthly adjustment factor:					1.0119
Calculation: (d * e * f)						$60,811.56 ✓

A monthly survivor spouse annuity from the Chevron Retirement Plan in the amount of $776.81 will be paid to you beginning May 1, 2009. Your first check will be received on or around September 30, 2009. Please complete the enclosed W-4P *Federal Income Tax Withholding* and *State Income Tax Withholding Form* in order to have federal and state income taxes withheld from your annuity checks.

If you do not complete and return the W-4P *Federal Income Tax Withholding,* your tax withholding will be automatically "married, filing jointly, with three withholding allowances." If you do not complete and return the *State Income Tax Withholding Form* and the state in which you live requires state taxes to be withheld, the state taxes will be withheld. These default withholding elections will be applied to your payment until we receive a *W-4P* and *State Income Tax Withholding Form* from you.

Your monthly annuity checks will be mailed to your home address. However, you may choose to have your monthly checks deposited directly in your bank or credit union account. If you decide to have your checks directly deposited into your account, please complete the enclosed *Authorization for Direct Deposit of Pension.* This authorization must be accompanied by a voided or canceled check.

EMPLOYEE STOCK OPTION PLAN
You should contact Smith Barney at 1-888-825-5247 option "3" to determine if there are any outstanding stock options and their expiration dates.

If you have any questions
Please call Survivor Support Services at 1-877-259-8786. My direct extension is 37655. Survivor Support Services hours are 9 a.m. to 6 p.m., Eastern time (6 a.m. to 3 p.m., Pacific time), Monday through Friday, excluding holidays. If you are outside the U.S. and unable to access toll-free numbers, you can contact the HR Service Center at 610-669-8595.

Sincerely,

Hassan Robinson
Case Specialist – Survivor Support Services

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Elmer Brunsting Trust ("Landlord"), whose address for the purpose of this Lease is c/o Kroese & Kroese, 540 North Main Avenue, Sioux Center, IA 51250, and Doyle Wissink, ("Tenant"), whose address for the purpose of this Lease is 3414 340th Street, Hull, IA 51239.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Sioux County, Iowa (the "Real Estate"):

The Northwest Quarter (NW¼) of Section Two (2), Township Ninety-six (96) North, Range Forty-five (45) West of the Fifth P.M., except the farm building site therein,

and containing 141 (total)~~(tillable)~~ acres, more or less, with possession by Tenant for a term of 1 years to commence on 03/01/09, and end on February 28th, 2010. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent of $ 28,200.00 payable, unless otherwise agreed, as follows: $14,100.00 on 1st day of March, $ 14,100.00 on 1st day of October, and $ _____ on _____ day of _____; or

~~b. Crop share _____ % of corn _____ % of soybeans and _____ % of other crops raised on the Real Estate _____~~

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant. Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

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IOWADOCS®

Amount:	$10,575.00	Sequence Number:	7733049879
Account:	1475800	Capture Date:	03/03/2009
Bank Number:	07391764	Check Number:	0

DOYLE OR JEANETTE WISSINK 06-89
3414 - 340TH ST. PH. 712-439-2311
HULL, IA 51239

72-1764/739
1475800

4437

DATE 2-18-09

PAY TO THE ORDER OF Elmer Brunsting $ 10,575.00

ten thousand five hundred seventy-five and no/100 DOLLARS

AMERICAN STATE BANK 612 MAIN STREET PO BOX 806 HULL, IA 51239

AM Plus

MEMO

Jan Wissink

⑈07391764⑈ 147 580 0⑈ 4437 ⑆000105750⑆

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

ENDORSE HERE

Elmer C. Brunsting

BANK OF AMERICA,NA DAL
⑆111000025⑆ E6241 94 003
03/03/09

FEDERAL RESERVE BOARD - GOVERNORS REG CC

FARM LEASE

THE IOWA STATE BAR ASSOCIATION
Official Form No. 135
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
John G. De Koster, 1102 Main Street, P.O. Box 801, Hull, IA 51239, Phone: (712) 439-2511

Taxpayer Information: (Name and complete address)
Elmer Brunsting Trust, c/o Kroese & Kroese, 540 North Main Avenue, Sioux Center, IA 51250

Return Document To: (Name and complete address)
John G. De Koster, 1102 Main Street, P.O. Box 801, Hull, IA 51239, Phone: (712) 439-2511

Grantors:
Elmer Brunsting Trust

Grantees:
Doyle Wissink

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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FARM LEASE - CASH OR CROP SHARES

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and containing 141 **(total)(tillable)** acres, more or less, with possession by Tenant for a term of 1 years to commence on 03/01/09, and end on February 28th, 2010. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent of $ 28,200.00 payable, unless otherwise agreed, as follows: $14,100.00 on 1st day of March, $ 14,100.00 on 1st day of October, and $ _____ on _____ day of _____; or

b. Crop share XXXXXXXXXXXXXXXXXX % of corn XXXXXXXXXXXXXXXX % of soybeans and XXXXXXXXXXXXXXXX % of other crops raised on the Real Estate XXXXXXXXXXXXXXXXX

VACEK & FREED, PLLC

14800 St. Mary's Lane, Suite 230
Houston, TX 77079
(281) 531-5800
1-800-229-3002

Estate of Elmer H. Brunsting
c/o Anita Kay Brunsting, Trustee
203 Bloomingdale Circle
Victoria, TX 77904

12/23/2010

Invoice # 10114

STATEMENT

Previous balance	$290.81
Total payments	($290.81)

Professional Services

			Hours	
10/25/10	Telephone conference with Client's children and successor Trustees regarding changes to be made to Trust and estate planning documents	CLF	1.00	$200.00
12/21/10	Meeting with Client out of office for signing Resignation documents	CLF	0.50	$100.00
10/25/10	Telephone conference fee	CLF	0.00	$30.15
12/21/10	Resignation, Acceptance & Certificate of Trusts (3)	SKP	0.00	$450.00
	Appointment of Successor Trustee	SKP	0.00	$100.00
	Service fee for out of office notary signing	CLF	0.00	NO CHARGE

Balance due $880.15

Billing Summary

Total for services rendered	$300.00
Total expenses	$580.15
Total payments and other transactions	($290.81)
Total previous balance	$290.81
Balance Due Now:	$880.15

PAYMENT IS DUE UPON RECEIPT

PLEASE MAKE CHECK PAYABLE TO
VACEK & FREED, PLLC
Thank you!

Summer Peoples

From: receipts@conferencemgr.com
Sent: 10/25/2010 5:59 PM
To: Summer Peoples
Subject: Conference Call Transaction Receipt

FreeConference® Simple, Convenient, Reliable™

Tell a friend | Log In

Summer,

We hope you had a productive conference! We have charged your credit card for the following conference call. This e-mail will serve as your receipt. The charge will appear on your credit card bill as "Conference Call Services". If you have any questions, please contact customer support at conference-support@telephony.com or call 1-800-535-1005.

Date:10/25/2010
Start Time:4:57 PM CDT
End Time:5:58 PM CDT

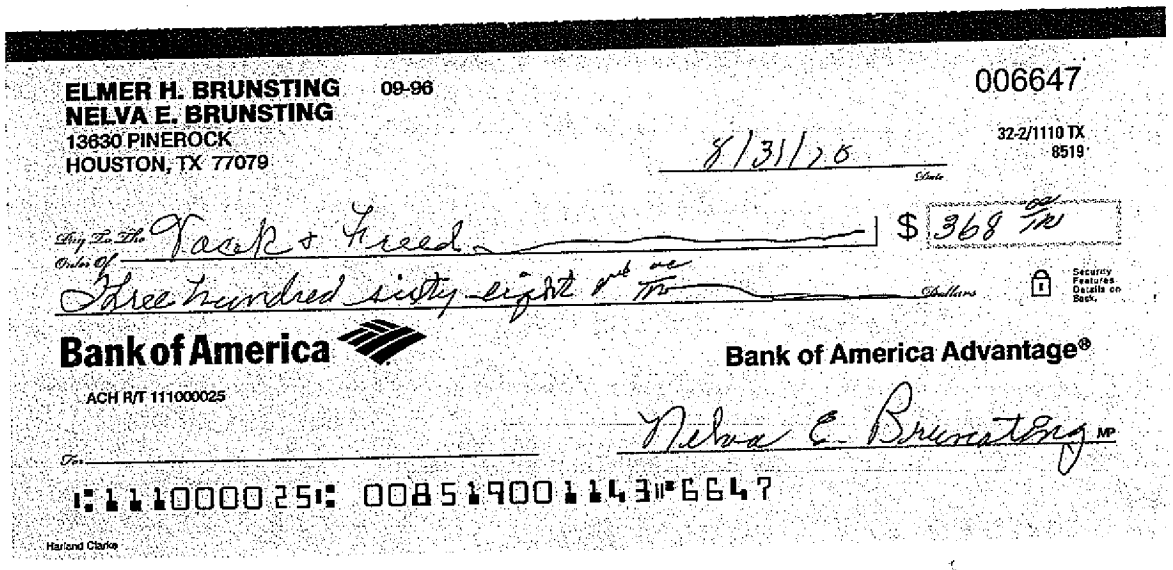
PHONE NUMBER
1 (800) 511-7983
ACCESS CODE
598-6417

TYPE	UNIT	RATE	COST
Conference-On-Demand Premium 800	267	$0.10	$26.70
FUSF Surcharge	1	$3.44	$3.45
		TOTAL	$30.15

	START	END	CALLER NUMBER	MINUTES
1	4:57 PM	5:56 PM	281-531-5123	60
2	4:58 PM	5:56 PM	830-625-8352	59
3	4:59 PM	5:33 PM	713-560-6381	35
4	4:59 PM	5:56 PM	361-550-7132	57
5	5:00 PM	5:56 PM	925-938-1603	56

5 Total Calls
5 Peak number of active lines

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ELMER H. BRUNSTING
NELVA E. BRUNSTING
13630 PINEROCK
HOUSTON, TX 77079

09-96

006647

32-2/1110 TX
8519

8/31/10

Pay To The Order Of: Vacek & Freed

$ 368 00

Three hundred sixty-eight and no/100 Dollars

Security Features Details on Back.

Bank of America

Bank of America Advantage®

ACH R/T 111000025

For:

Nelva E. Brunsting MP

⑈111000025⑈ 008519001143⑈6647

Harland Clarke

ADMINISTRATION USE ONLY

VACEK & FREED, PLLC
Client Billing Sheet - Administration

ADMINISTRATION USE ONLY

Date: 9/7/10 Initials: CLE Paid: 368 –

Client Name: Brunsting, Elmer & Nelva Due: pd in full

Sign Date: Seminar:

☐ Will	$	☐ QBD	$
☐ IRA Trust	$	☐ COT	$
☐ Restatement	$	☐ Appt Succ Tee	$
☐ Amendment only	$	☐ Probate	$
☐ H/S Amendment	$	☐ Filing Fees (Probate)	$
☐ HIPAA Amendment	$	☐ PM2	$
☐ Deed	$	☐ 706	$
☐ HC - Living Will	$	☐ Instruction Letters	$
☐ HC - Medical POA	$	☐	$
☐ HC - HIPAA Authorization	$	☐	$
☐ Power of Atty	$	☐	$
☐ Other Ancillary	$	☐ Discount Allowed per	$

**Place original in accounting box upon completion of each appointment.

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

August 26, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

STATEMENT

Legal Fee paid to U.S. Deed on your behalf for preparation of the Deed for the Iowa property in connection with the BRUNSTING FAMILY LIVING TRUST.

Deed preparation	$235.00
Affidavit preparation	$100.00
Recording fee for documents	$33.00
TOTAL DUE:	**$368.00**

PAYMENT IS DUE UPON RECEIPT

PLEASE MAKE CHECK PAYABLE TO VACEK & FREED, PLLC

Thank you!

U.S. DEEDS

Attorney-Prepared Property Transfers™

Invoice

BILL TO
The Vacek Law Firm, PLLC 14800 St. Mary's Lane, Suite 230 Houston, TX 77079

DATE	INVOICE #
3/9/2010	17588

Client
Brunsting

DESCRIPTION	AMOUNT
Deed Preparation(IA)	235.00
Affidavit Preparation	100.00
Recording costs for documents	33.00

Total	$368.00
Payments/Credits	$0.00
Balance Due	$368.00

213 Brentshire Drive, Brandon, Florida 33511
Direct 813-643-7987 * Toll free 877-353-3337 * Fax 813-643-0759 * www.usdeeds.com

ADMINISTRATION USE ONLY

VACEK & FREED, PLLC
Client Billing Sheet - Administration

ADMINISTRATION USE ONLY

Date: 08/25/10 Initials: CLF Paid: 1725.—

Client Name: Brunsting, Elmer & Nelva Due: _____

Sign Date: 08/25/10 Seminar: _____

☐ Will	$_____	☑ QBD	$ 1200
☐ IRA Trust	$_____	☑ COT (3)	$_____
☐ Restatement	$_____	☐ Appt Succ Tee	$_____
☐ Amendment only	$_____	☐ Probate	$_____
☐ H/S Amendment	$_____	☐ Filing Fees (Probate)	$_____
☐ HIPAA Amendment	$_____	☐ PM2	$_____
☐ Deed	$_____	☐ 706	$_____
☐ HC - Living Will	$_____	☐ Instruction Letters	$_____
☑ HC - Medical POA	$_____	☐ _____	$_____
☐ HC - HIPAA Authorization	$_____	☐ _____	$_____
☑ Power of Atty	$ 150.	☐ _____	$_____
☐ Other Ancillary	$_____	☐ Discount Allowed per _____	$_____

**Place original in accounting box upon completion of each appointment.

ELMER H. BRUNSTING
NELVA E. BRUNSTING
13630 PINEROCK
HOUSTON, TX 77079

09-96

006632

32-2/1110 TX
8519

8/25/10

Pay To The Order Of Vacek & Freed PLLC $ 1725 and 00/100

One Thousand Seven Hundred twenty-five and 00/100

Bank of America

Bank of America Advantage®

ACH R/T 111000025

For _____

Nelva E. Brunsting

⑆111000025⑆ 008519001143⑈6632

Harland Clarke

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

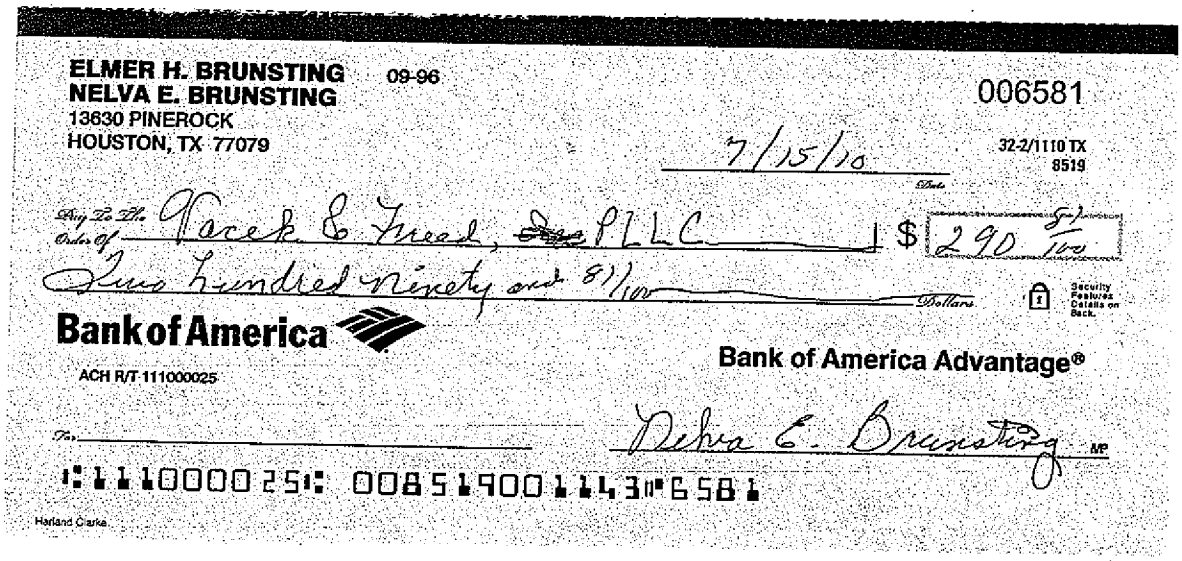
Date: Aug. 25, 2010

For Legal Services Rendered, as follows:

Estate Administration
Review + consult

Total Fee: #1725.00
pd by

By: Candace A Kunz-Reed
The Vacek Law Firm, PLLC



ELMER H. BRUNSTING
NELVA E. BRUNSTING
13630 PINEROCK
HOUSTON, TX 77079

09-96

006581

7/15/10

32-2/1110 TX
8519

Pay To The Order Of: Vacek & Freed, PLLC

$ 290 81/100

Two Hundred Ninety and 81/100 Dollars

Security Features Details on Back

Bank of America

ACH R/T 111000025

Bank of America Advantage®

For

Nelva E. Brunsting

⑆111000025⑆ 008519001143⑈6581

Harland Clarke

VACEK & FREED, PLLC
Client Billing Sheet - Administration

ADMINISTRATION USE ONLY

Date: 7/21/10 Initials: SKP Paid: 290.81

Client Name: Brunsting, Elmer & Nelva Due: Pd in full

Sign Date: Seminar:

☐ Will	$	☐ QBD	$
☐ IRA Trust	$	☐ COT	$
☐ Restatement	$	☐ Appt Succ Tee	$
☐ Amendment only	$	☐ Probate	$
☐ H/S Amendment	$	☐ Filing Fees (Probate)	$
☐ HIPAA Amendment	$	☐ PM2	$
☐ Deed	$	☐ 706	$
☐ HC - Living Will	$	☐ Instruction Letters	$
☐ HC - Medical POA	$	☐	$
☐ HC - HIPAA Authorization	$	☐	$
☐ Power of Atty	$	☐	$
☐ Other Ancillary	$	☐ Discount Allowed per	$

**Place original in accounting box upon completion of each appointment.

ADMINISTRATION USE ONLY

VACEK & FREED, PLLC

14800 St. Mary's Lane, Suite 230
Houston, TX 77079
(281) 531-5800
1-800-229-3002

Estate of Elmer H. Brunsting
c/o Nelva Brunsting
13630 Pinerock
Houston, TX 77079

07/13/2010

STATEMENT

Invoice # 10025

Previous balance $395.87
Total payments ($395.87)

Professional Services

			Hours	
07/07/10	Review Opinion Letter and file	CLF	0.20	$40.00
07/13/10	Postage to mail original attorney opinion letter to Client	SKP	0.00	$0.61
	Copy of opinion letter for file	SKP	0.00	$0.20
	Service Fee for attorney opinion letter provided by De Koster & De Koster	CLF	0.00	$250.00

Balance due $290.81

Billing Summary

Total for services rendered	$40.00
Total expenses	$250.81
Total payments and other transactions	($395.87)
Total previous balance	$395.87
Balance Due Now:	$290.81

PAYMENT IS DUE UPON RECEIPT

PLEASE MAKE CHECK PAYABLE TO
VACEK & FREED, PLLC
Thank you!

VACEK & FREED, PLLC

14800 St. Mary's Lane, Suite 230
Houston, TX 77079
(281) 531-5800
1-800-229-3002

Estate of Elmer H. Brunsting
c/o Nelva Brunsting
13630 Pinerock
Houston, TX 77079

07/13/2010

STATEMENT

Invoice # 10025

Previous balance	$395.87
Total payments	($395.87)

Professional Services

			Hours	
07/07/10	Review Opinion Letter and file	CLF	0.20	$40.00
07/13/10	Postage to mail original attorney opinion letter to Client	SKP	0.00	$0.61
	Copy of opinion letter for file	SKP	0.00	$0.20
	Service Fee for attorney opinion letter provided by De Koster & De Koster	CLF	0.00	$250.00

Balance due $290.81

Billing Summary

Total for services rendered	$40.00
Total expenses	$250.81
Total payments and other transactions	($395.87)
Total previous balance	$395.87
Balance Due Now:	$290.81

PAYMENT IS DUE UPON RECEIPT

PLEASE MAKE CHECK PAYABLE TO
VACEK & FREED, PLLC
Thank you!

...er & De Koster
...102 Main Street
P.O. Box 801
Hull, IA 51239

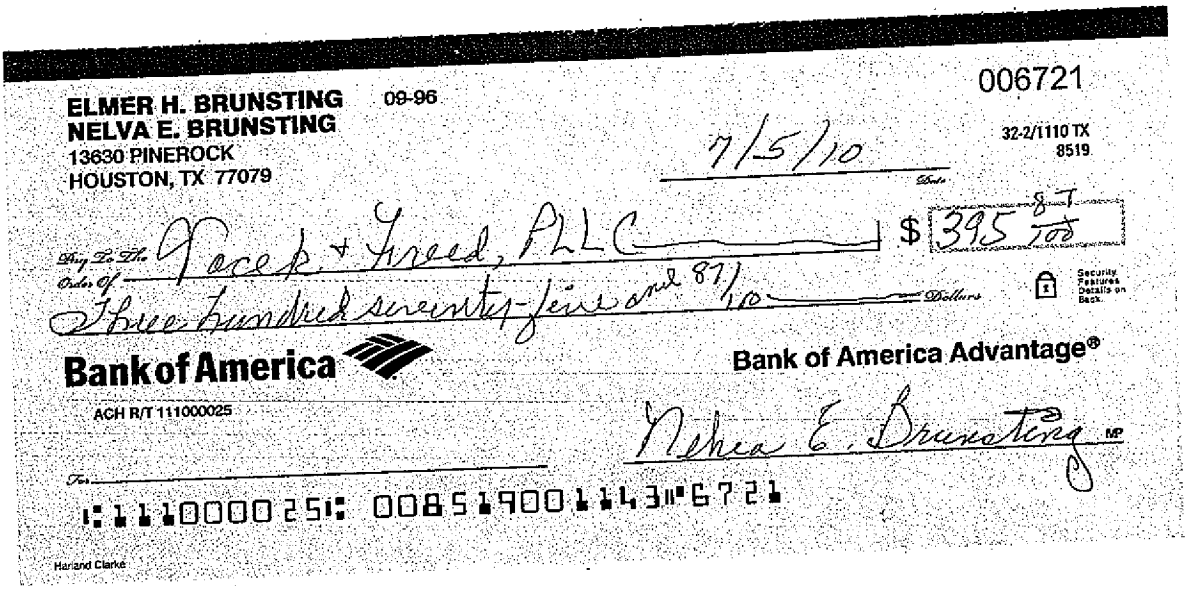
Statement

DATE
6/29/2010

TO:
Ms. Candice Kunz-Freed Attorney at law Vacek & Freed, PLLC 14800 St. Mary's Lane, Suite 230 Houston, TX 77079

DATE	SERVICES	AMOUNT	BALANCE
06/28/2010	Balance forward		0.00
06/29/2010	Review Chapter 9H of the Iowa Code regarding Iowa land ownership by a trust as requested by Richard K. Rikkers of Kroese & Kroese	250.00	250.00

AMOUNT DUE
$250.00



ELMER H. BRUNSTING
NELVA E. BRUNSTING
13630 PINEROCK
HOUSTON, TX 77079

09-96

006721

32-2/1110 TX
8519

7/5/10

Pay to the Order of: Vacek & Freed, PLLC

$ 395.87

Three hundred ninety-five and 87/100 Dollars

Security Features Details on Back.

Bank of America

Bank of America Advantage®

ACH R/T 111000025

For

Nelva E. Brunsting

⑈111000025⑈ 008519001143⑈6721

Harland Clarke

ADMINISTRATION USE ONLY

VACEK & FREED, PLLC
Client Billing Sheet - Administration

ADMINISTRATION USE ONLY

Date: 7/7/10 Initials: CF Paid: 395.87

Client Name: Brunsting, Elmer & Nelva Due: pd in full

Sign Date: Seminar:

☐ Will	$	☐ QBD	$
☐ IRA Trust	$	☐ COT	$
☐ Restatement	$	☐ Appt Succ Tee	$
☐ Amendment only	$	☐ Probate	$
☐ H/S Amendment	$	☐ Filing Fees (Probate)	$
☐ HIPAA Amendment	$	☐ PM2	$
☐ Deed	$	☐ 706	$
☐ HC - Living Will	$	☐ Instruction Letters	$
☐ HC - Medical POA	$	☐	$
☐ HC - HIPAA Authorization	$	☐	$
☐ Power of Atty	$	☐	$
☐ Other Ancillary	$	☐ Discount Allowed per	$

**Place original in accounting box upon completion of each appointment.

VACEK & FREED, PLLC
14800 St. Mary's Lane, Suite 230
Houston, TX 77079
(281) 531-5800
1-800-229-3002

Estate of Elmer H. Brunsting
c/o Nelva Brunsting
13630 Pinerock
Houston, TX 77079

07/01/2010

Invoice # 10015

STATEMENT

Professional Services

			Hours	
03/26/10	Review draft of Deed for Iowa property prepared by US Deeds; potential issue regarding ownership of property by a trust	CLF	0.17	$33.33
04/20/10	Telephone call to Client's CPA regarding Iowa property; request for attorney referral on Wealthcounsel	CLF	0.20	$40.00
04/21/10	Telephone call from Client's CPA regarding Iowa property and research in Iowa code on ownership of said property; CPA to further advise after additional research in Iowa law	CLF	0.20	$40.00
04/23/10	Meeting with Client to assist with additional funding issues	CLF	0.25	$50.00
04/28/10	Telephone call from Iowa CPA regarding Iowa property and findings from his research in Iowa code	SKP	0.10	$9.00
05/04/10	Correspondence finalized to mail funding instructions to MetLife & Chevron; phone call to Client regarding medallion guarantee signatures for Chevron funding letter and related documents	SKP	0.10	$9.00
05/14/10	Telephone call to Iowa state Attorney General's office for attorney Steve Molien regarding cropland and irrevocable trust laws	CLF	0.10	$20.00
05/17/10	Telephone call from Steve Molien regarding cropland and irrevocable trust laws; advised attorney's opinion is needed	CLF	0.20	$40.00
05/19/10	Telephone conference with Client regarding engagement of Iowa law firm for opinion letter; phone call to Larry Storm, Iowa attorney	CLF	0.20	$40.00
05/20/10	Correspondence sent via e-mail to Larry Storm regarding information needed to draft opinion Letter	CLF	0.10	NO CHARGE
05/25/10	Phone call from Iowa CPA advising of relative Iowa code	SKP	0.10	$9.00
06/01/10	Correspondence received from Larry Storm's office containing fee agreement for opinion letter	SKP	0.10	NO CHARGE
06/08/10	Meeting with Client regarding miscellaneous funding issues and distribution questions; gave Client Iowa attorney fee agreement to engage their services	CLF	0.25	$50.00
06/24/10	Phone call with Client to coordinate scheduling a teleconference call with Client and Iowa CPA; telephone call to and from CPA's office for same	SKP	0.20	$18.00

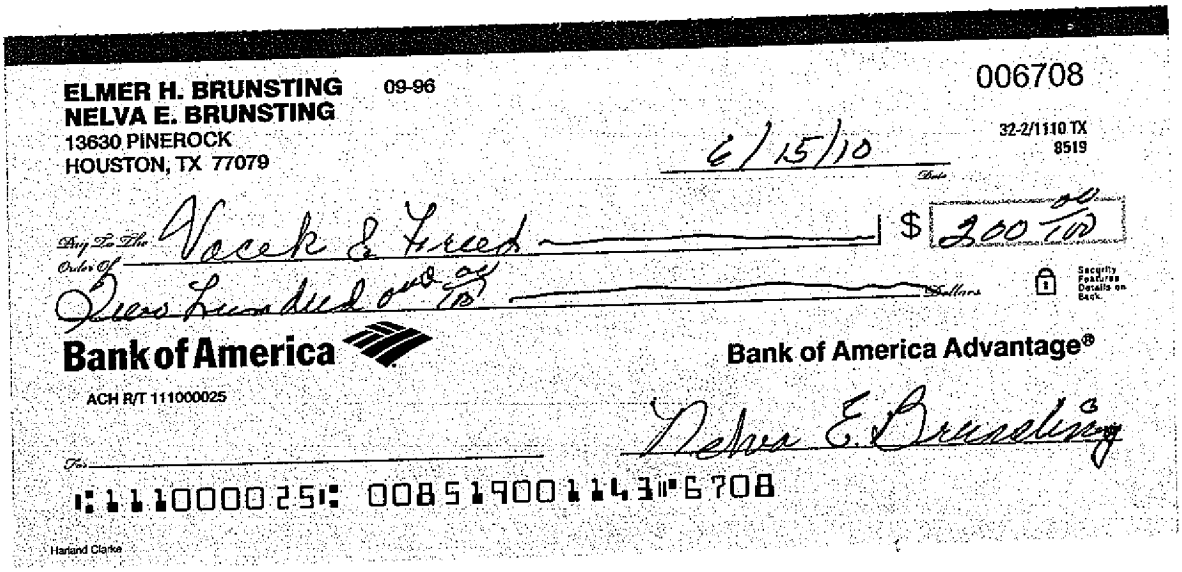
PAYMENT IS DUE UPON RECEIPT

PLEASE MAKE CHECK PAYABLE TO
VACEK & FREED, PLLC
Thank you!

			Hours	
06/25/10	Telephone call to Iowa CPA to confirm that an opinion letter is advisable and teleconference call can wait until such letter is received	CLF	0.10	$20.00
05/04/10	Postage to mail funding instructions to MetLife & Chevron via certified mail, return receipt requested	SKP	0.00	$16.04
06/08/10	Postage to mail new BNY Mellon forms and enclosures	SKP	0.00	$1.50
Balance due				$395.87

Billing Summary

Total for services rendered	$378.33
Total expenses	$17.54
Total payments and other transactions	$0.00
Total previous balance	$0.00
Balance Due Now:	$395.87



ELMER H. BRUNSTING
NELVA E. BRUNSTING
13630 PINEROCK
HOUSTON, TX 77079

09-96

006708

32-2/1110 TX
8519

6/15/10
Date

Pay To The Order Of: Vacek & Freed

$ 200.00

Two Hundred and 00/100 Dollars

Security Features Details on Back

Bank of America

Bank of America Advantage®

ACH R/T 111000025

For

Nelva E. Brunsting

⑆111000025⑆ 008519001143⑈6708

Harland Clarke

ADMINISTRATION USE ONLY

VACEK & FREED, PLLC
Client Billing Sheet - Administration

ADMINISTRATION USE ONLY

Date: 6/15/10 Initials: CLF Paid: 200

Client Name: Brunsting, Nelva Due: Pd in full

Sign Date: 6/15/10 Seminar:

☐ Will	$	☒ QBD	$ 200
☐ IRA Trust	$	☐ COT	$
☐ Restatement	$	☐ Appt Succ Tee	$
☐ Amendment only	$	☐ Probate	$
☐ H/S Amendment	$	☐ Filing Fees (Probate)	$
☐ HIPAA Amendment	$	☐ PM2	$
☐ Deed	$	☐ 706	$
☐ HC - Living Will	$	☐ Instruction Letters	$
☐ HC - Medical POA	$	☐	$
☐ HC - HIPAA Authorization	$	☐	$
☐ Power of Atty	$	☐	$
☐ Other Ancillary	$	☐ Discount Allowed per	$

**Place original in accounting box upon completion of each appointment.

ELMER H. BRUNSTING
NELVA E. BRUNSTING
13630 PINEROCK
HOUSTON, TX 77079

09-96

6241

Date 5/11/09

32-2/1110 TX
8519

Pay to the Order of Vacek Law Firm $ 1750 00

One thousand seven hundred fifty and 00/100 Dollars

Bank of America

Bank of America Advantage®

ACH R/T 111000025

For Nelva E. Brunsting

⑈111000025⑈ 008519001143⑈6241

©Clarke American

THE VACEK LAW FIRM, PLLC
Client Billing Sheet - Administration

ADMINISTRATION USE ONLY

Date: 05/11/09 Initials: CF Paid: 1750.-

Client Name: Brunsting, Elmer Due: 1750.-

Sign Date: TBA Seminar:

☐ Will	$	☐ QBD	$
☐ IRA Trust	$	☐ COT	$
☐ Restatement	$	☐ Appt Succ Tee	$
☐ Amendment only	$	☐ Probate	$
☐ H/S Amendment	$	☐ Filing Fees (Probate)	$
☐ HIPAA Amendment	$	☒ PM2	$ 1750.-
☐ Deed	$	☐ 706	$
☐ HC - Living Will	$	☐ Instruction Letters	$
☐ HC - Medical POA	$	☐ 1	$
☐ HC - HIPAA Authorization	$	☐	$
☐ Power of Atty	$	☐	$
☐ Other Ancillary	$	☐ Discount Allowed per	$

**Place original in accounting box upon completion of each appointment.

ADMINISTRATION USE ONLY

ELMER H. BRUNSTING 09-96
NELVA E. BRUNSTING
13630 PINEROCK
HOUSTON, TX 77079

6377

32-2/1110 TX
8519

2/24/10
Date

Pay to the Order of Vacek Law Firm $ 1750 00/100

One thousand seven hundred fifty Dollars

Security Features Details on Back.

Bank of America

Bank of America Advantage®

ACH R/T 111000025

For

Nelva E. Brunsting MP

⑆111000025⑆ 008519001143⑈6377

Harland Clarke

St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
Address: consult@vacek.com

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

STATEMENT

For legal services rendered in connection with the Estate of ELMER H. BRUNSTING.

Legal Fee for Subtrust Funding, Review and Analysis of Estate Tax Matters	$3,500.00

THE VACEK LAW FIRM, PLLC
Client Billing Sheet - Administration

ADMINISTRATION USE ONLY

Date: 2/24/2010 Initials: _____ Paid: 1750.-

Client Name: Brunsting, Elmer & Nelva Due: -0-

Sign Date: 2/24/2010 Seminar: _____

☐ Will	$_____	☐ QBD	$_____
☐ IRA Trust	$_____	☐ COT	$_____
☐ Restatement	$_____	☐ Appt Succ Tee	$_____
☐ Amendment only	$_____	☐ Probate	$_____
☐ H/S Amendment	$_____	☐ Filing Fees (Probate)	$_____
☐ HIPAA Amendment	$_____	☒ PM2	$_____
☐ Deed	$_____	☐ 706	$_____
☐ HC - Living Will	$_____	☐ Instruction Letters	$_____
☐ HC - Medical POA	$_____	☐ _____	$_____
☐ HC - HIPAA Authorization	$_____	☐ _____	$_____
☐ Power of Atty	$_____	☐ _____	$_____
☐ Other Ancillary	$_____	☐ Discount Allowed per _____	$_____

**Place original in accounting box upon completion of each appointment.

ADMINISTRATION USE ONLY

THE VACEK LAW FIRM, PLLC

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

Name: Bunsting, Elmer Date: 5/11/2009

For Legal Services Rendered, as follows:

Estate Administration

Total Fee: $3500.00

Paid: $1750.00

Balance: $1750.00

By: Candace L Kunz-Reed
The Vacek Law Firm, PLLC

LAW FIRM COPY

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

May 26, 2009

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: The Estate of ELMER H. BRUNSTING

Dear Mrs. Brunsting:

We were sorry to learn about the recent death of your husband Elmer. We know this must be a difficult time for you and your family. We are glad that we may be of assistance to you during this special time of need.

For your benefit, we have outlined in this letter the terms of our engagement, the services we will be providing to you, and our firm's billing practice.

Terms of Engagement

As discussed in our meeting, because of the way we structured your Living Trust plan, there should be *no estate tax* due at this time. If your trust has been properly funded, there should be *no need to establish a formal probate* for your husband's assets. We will determine whether or not a formal probate is necessary after reviewing the title to all estate assets. However, in view of the size of the Estate (estimated to be less than $2 million) and the nature of the assets, certain steps *must be taken now* that you husband's death has occurred, in order to realize the planning benefits afforded by your Living Trust.

As you know, our firm specializes in assisting families in these areas. Although each case is different, in your situation we anticipate assisting you and your other advisors in connection with the following major areas:

1. Allocating and funding the assets of the Living Trust to the subtrusts provided under the Living Trust. As you recall, two separate trusts may need to be created at this time: The Survivor's Trust (your part of the Trust), and the Decedent's Trust (up to $3.5 million of your husband's part of the Trust);

2. Working with your CPA and your investment advisor to make sure the Trust assets are maintained and accounted for in a manner consistent with your Living Trust; and

3. Making any necessary revisions to your Living Trust estate plan, in light of the death of your husband.

For your benefit each of these tasks is discussed in greater detail below.

1. **Creation of Subtrusts and Allocation of Assets Among These Trusts.**

   a. As you recall, the Living Trust is designed to avoid: (i) probate at both deaths; (ii) all estate tax at your hsuband's death; and (iii) estate tax on the Decedent's Trust assets at your death. In order to accomplish this, the trust provides for the creation of two subtrusts: The Survivor's Trust (your trust), and the exempt Decedent's Trust (which utilizes your husband's estate tax exemption).

   It is extremely important that these trusts be properly established and maintained, in order to preserve the integrity of your tax exemptions. We will obtain a tax identification number for the Decedent's Trust, allocate specific assets to the subtrusts through an Allocation Agreement, if necessary, and assist your other advisors, as discussed below in Paragraph 2, in maintaining and accounting for these assets separately.

   b. **Asset Valuation Issues.** In order to determine which sub-trust an asset should go to, it is necessary to know the exact value as of the date of death. For example, securities must be valued at the "mean" of the high and low trading values on April 1, 2009. The cash balance of all bank accounts need to be valued as of the date of death. The insurance should be valued based on the death benefits received, as documented by an IRS Form 712 issued by each insurance company; the annuity companies should also furnish a value for each annuity. Finally, the residence needs to be valued as of April 1, 2009, based on the county tax assessment or a letter from a real estate broker. *We will be working with you on obtaining these valuations for the various assets.*

   c. **Trust Funding.** The values placed on the various assets are used to determine how the assets will be allocated to each of the subtrusts created as a result of your hsuband's death. These trusts are designed to allow you to receive as much of the $3.5 million estate tax exemption as possible, and possibly a $3.5 million generation-skipping tax exemption.

d. **New Cost Basis.** The asset values reported on the Federal Estate Tax Return also establish a new income tax basis, which will be used for purposes of computing capital gains tax in the event of a future sale. Community property generally receives a new income tax value to the "date of death" April 1, 2009 value. This can be extremely important to you, since it could minimize any capital gains tax that you would otherwise pay as a result of a sale of the assets in your investment accounts.

One major exception to this change in basis is for annuities and retirement (IRA) accounts, which have a "carry-over" tax basis at death.

2. **Coordinating With Your CPA and Broker.** At our meeting, we discussed how we could simplify the "funding" and "accounting" for these trust shares by opening separate trust holding accounts at a major brokerage firm. We will work with your designated investment advisor in restyling the individual securities and investments into these new trust accounts in the most tax advantageous manner, ensuring that the proper tax identification numbers are assigned to each account and asset.

In addition to working with your broker, we will be in close contact with your CPA, to ensure the individual and Trust income tax returns will be prepared consistent with the trusts created under your estate planning documents. If you like, we will introduce you to a CPA that specializes in preparing these types of trust income tax returns.

3. **Changes to Your Estate Planning Documents.** As we discussed during our meeting, we will make all necessary revisions to your existing plan to deal with changes brought about by the death of your husband. For example, we may prepare a new Pour-Over Will, financial Power of Attorney, Power of Attorney for Health Care, health care I.D. card for you, and record deeds to real estate (county clerk's filing fees will be billed separately).

Legal Fees

It is our firm's practice to document our representation of clients and to confirm our fee arrangement with them. In this regard, please be advised of the following:

1. **Criteria.** Our firm's fees are based on the criteria considered as a guide in determining the reasonableness of the fee as specified in the Attorney Code of Professional Responsibility, as adopted by the Texas Supreme Court. These criteria include the time and labor required for tasks performed; the difficulty,

novelty or complexity of the problem presented; the skill required to perform the tasks in a professional manner; the time constraints imposed by the client or the nature of the matter; the fee customarily charged in the community for similar services; the amount involved and the results obtained for the client; and the experience, reputation and ability of the lawyer or lawyers performing the services.

2. **Fee.** It is our experience that for engagements of this nature we normally charge $3,500.

   If a formal probate procedure is required for the Pour-Over Will, an additional charge of $1,800 plus filing fees will be added to this minimum fee.

3. **Billing Procedure.** It is our practice to receive an initial payment upon engagement of one-half of the standard fee (i.e., $1,750) with the balance due upon signing of the funding documents. On May 11, 2009, you paid one-half ($1,750) the fee. Therefore, at this time, no money is due. However, the balance ($1,750) plus any additional expenses will be due at the completion of this matter.

   In the event additional services, such as amendments to your existing Living Trust, are required that are not covered by this engagement letter, we will take no further action until you have been notified and additional fees to cover such additional services are mutually agreed upon.

As the Trustee, you have a fiduciary duty to the beneficiaries of the Trust to maintain trust assets as a prudent investor by considering the purposes, terms, distribution requirements, and other circumstances of the trust. As Trustee, you should exercise reasonable care, skill, and caution in fulfilling these responsibilities and always act in the best interest of the beneficiaries.

We will begin working on your engagement upon receipt of complete asset information and hope to have the engagement substantially completed within ***six to nine months*** thereafter. We will need all the information requested during our initial meeting as soon as possible. Please gather as much of this information as you can, and call us at your earliest convenience to set an appointment to bring us this information.

Very truly yours,

Candace L Kunz-Freed

Candace L. Kunz-Freed

Signature page follows

AGREED AND ACCEPTED on June 1, 2009

Nelva E. Brunsting

NELVA E. BRUNSTING

CLF/sk

Candace Freed

From: Anita Brunsting [akbrunsting@suddenlink.net]
Sent: Wednesday, October 06, 2010 8:19 PM
To: Candace Freed
Subject: Brunsting Family Trust

Candace,

I spoke to mom tonight and she agreed to resign as trustee and appoint me as trustee. I told her that you would be contacting her to re-explain things and make sure she understood what was happening.

If you have any questions, my cell is 361-550-7132.

Thanks,
Anita

V&F 000673

Carolyn's title Policy →

~~title~~ policy.

Anita + Carol Trustees —

Carol as POA. —
take Anita off.
This is something —

No ~~sig~~ signature

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and

WHEREAS, ELMER H. BRUNSTING, died on April 1, 2009. The Brunsting Family Living Trust authorized the creation of subsequent subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST. The full legal names of the said subtrusts are:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.
>
> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

WHEREAS, the said NELVA E. BRUNSTING is desirous of exercising her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

Carol Per Ms. B.

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.

also change the POA. to Carol - Remove Anita completly.

October 7, 2010 - Spoke to Nelva. I asked her if it was Ok to talk since she has a caregiver coming in to help her and I wanted to ensure that it was an appropriate time to talk. She said yes that her Daughter Carol was there helping her out. I told her that Anita had called She confirmed that she was in the hospital for a short Bit and that she was home and on breathing treatments. She did not understand why Edward Jones did not transfer the funds. I told her that she should contact Ed Jones and ask them to check why the funds were not transferred and that it cost her in bank fees. She said she would. Arbrubtly a voice came thru also on the line unbeknost to me that she was on the line was Daugh Carol who stated that from her checking that she was not sure that Ed Jones had gotten an instruction and that even if they did, that there would have been enough time to sell anything and sweep funds to cover the check. I recommended to ms. B that if she wants to make the gift that is her decision and I have no opinion as to the gift. However, I would recommend that she make the check payable 13K to Carl and 12 to his wife so that there is a paper trail for the IRS and that she stays below the gift tax allowance. She said she understood and she said that she should have done that in the first place.

Ms. B then said that Carl has ensephlytis and that he needs to be taken off things. I reminded her that we had already taken care of these things a few weeks ago and she said, Oh thats right. Carol piped up and said that while it was taken care of that Anita and Amy were put on as the Succ tees and that she was the one that was here and close by and that she is having to wait on answers from the Sibs to take care of things here. She needs to be the one named on there as the Succ Tee with Anita. I told her that it was up to Ms,. B and that I am not certain as to why it was decided by anyone how the tees should be named the last go around but that it was always something that could be modified. I suggested that if Ms. B wanted to resign as tee she could name anyone she wants and that its revocable by her ant anytime. I also suggested an account that sweeps cash into it periodically for her to have to writer her own checks for things but then the trustee can take care of writing out large checks and bilsl etc for her if she needs help with that. She said that she liked the idea of that. I suggested that Carol be on the account with mom since she is local. Carol stated that while its well and good that she thinks she should be CoPOA. I explained that companies do not like Co-POAs b.c they have to be able to rely on them for the decisions to be made and if they do not agree then nothing gets done. Carol hung up the phone abruptly. I asked mS. B if all was well there and she said yes it was fine. I told her to let me know what it was after they discussed as a family what would be best for her as she was my client and my concern was that she was being taken care of. She said thank you and that she would let me know but that she thought they way it was now (with army and Anita as Co-tees) was fine. I told her that I would bring any documents she needed to be signed to her to sign since our office winds her. CLF

Task List

FILE Name: Brunstng Date: 08/25/10

- [x] 1. Please file Deed w/ US Deeds
- [ ] have recorded. Bill client the $368.
- [ ]
- [ ] 2. When recorded deed comes back,
- [ ] mail to client; keep copy for us.
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]

Task List

FILE Name: Brunstng, Elmer & Nelva Date: 3/26/2010

- Deed says (IOWA) undivided 1/2
- interest – why? Original has NO
- such indication - confirm w/ Nelva.
- Per Nelva - not undivided interest.
- Also, there used to be a requirement in
- IOWA that NO IRREVOCABLE TRUSTS COULD OWN
- AGRICULTURAL CROPLAND IS THIS STILL THE
- CASE?

mew

5/2 Checklist for _____ on _____, 20__
5/3 Meeting set for 2/24/2010, 20__ at 10:00 (a.m.) p.m.
or NOT set because _____

Confirm Trustees (Y) N _____
Trustees are fine as last amended.

Confirm HC Agents, Addresses & Phone Y N _____
3rd Anita Kay ~~Bitey~~ Brunsting (back to maiden name)
203 Bloomingdale Circle
TDA Victoria, TX
(361) 576-5732
cell: (

Discussed Docubank: (Y) N Purchasing Docubank: Y (N)
Prepare Property Deeds to subtrusts? (Y) N How many? 2
Date of HS Occupation? _____
? Prepare Mineral Deeds to subtrusts? (Y) N How many? 2 (1-HS → ST, 1 IDWA → DT (US Deeds).)
Prepare Assignments other than personal property? Y N _____
✓ Assignment of Farm Lease to the Decedents' Trust from the Living Trust
Savings Bond Transfers? Y N _____

✓ Stock / Bond Certificate Transfers? (Y) N _____
? 95 shares from Nelva indiv to Survivors Trust (Metlife)

DRIP Acct. Transfers? (Y) N 612 shares Chevron stk to DT

295,259.24/350,735.49

84.182872% to DT
balan to ST.

Too

√ Investment Account Transfers? (Y) N Edward Jones

move all except Univ Tex Perm Dallas TX area
Monroe County to ST 288,706.110
Indiana Muni. account. + 6,553.10 } DT.
in cash

√ Checking/Savings Account Transfers? (Y) N

Bank of America → ST

BlueBonnet C.U. → ST

Blue Bonnet C.U → ST.

CD Transfers? Y (N)

Annuity Letters? Y (N)

√ Beneficiary Change Ltrs? (Y) N Insurance _____ IRA Edward Jones

children as beneficiaries.

Spousal Rollover Letters? Y (N)

Prepare Disclaimers? Y (N)

QBD? Y (N) _____

Funding Agreement? Y (N)

Add'l Funding Instruction Letter to Client: _____

Special Funding Instructions? Y N _____

Subsequent Funding? Y (N) _____

Final Worksheet Draft Attached? (Y) N

Additional Notes _____

☞ REMIND CLIENT TO BRING BINDER & ORIGINALS

Copy of Trust →

Call Ed Jones for Beneficiary
on new IRA for Nelva

BRUNSTING FUNDING ALLOCATIONS

OWNER	ASSET CATEGORY	04/01/09 VALUES	NELVA BRUNSTING	SURVIVOR'S TRUST	DECEDENT'S TRUST	01/29/10 WS-1 TOTALS
	REAL PROPERTY					
LT	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, TX	$253,272.00		$253,272.00		$253,272.00
H-SP (in LT)	Frl. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)	$1,294,617.50			$0.00	$1,294,617.50
	STOCK CERTIFICATES					
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711 – Cert.	$41,166.18			$41,166.18	$41,166.18
(A)	95 shares of MetLife stock thru ChaseMellon Shareholder Services Drip.	$2,130.38	$2,130.38			$2,130.38
	INVESTMENT ACCOUNTS					
LT	Edward Jones Acct #609-07698-1-8	$350,735.49		$55,476.28	$295,259.21	$350,735.49
	CASH ACCOUNTS					
LT	Bank of America Ckg Acct #008519001143	$12,253.93		$12,253.93		$12,253.93
H ROS?	Blue Bonnet Credit Union ? Acct #5805	$31.75	$31.75			$31.75
W ROS?	Blue Bonnet Credit Union ? Acct #13332	$10.91	$10.91			$10.91
	MISCELLANEOUS					
LT	Household and Personal Goods (Includes gold Watch $50 and 10 silver dollars as well as $10.00 worth of 50cent pieces)	$5,070.00		$5,070.00		$5,070.00
JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418	$6,915.00	$6,915.00			$6,915.00
H	John Hancock NQ annuity contract # ...8905 payable for life of spouse bene; $30.40/month	$2,379.82	$2,379.82			$2,379.82
	LIFE INSURANCE					
W	MetLife contract #M9232883; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (Cacelled in June 1999 per client)	$0.00	$0.00			$0.00
H	$37,000.00, MetLife-Chevron, Policy #GO-416-A-4?, W is bene; deposited in checking acct	$37,000.00	$37,000.00			$37,000.00
H	$9,141.00, MetLife, Policy #21 282 000, W is bene; deposited in checking acct	$9,792.33	$9,792.33			$9,792.33
H	$6,000.00, Ohio State Life Ins, Policy #49-03223450, W is bene; now at Edward Jones	$6,542.32	$6,542.32			$6,542.32
H	$9,000.00, Ohio State Life Ins, Policy #00605102, W is bene; moved to Edward Jones	$9,120.76	$9,120.76			$9,120.76
H	$3,735.00, The Traveler's Ins Co-John Deere, Policy #G-164400, ? is bene	$0.00				$0.00
H	$10,000.00, VA, Policy #V1708 75 02 2, LT is bene; deposited in chkg	$10,353.18		$10,353.18		$10,353.18
	FARM & RANCH INTERESTS					
LT	Farm Lease (yr. lease for $28,200; recd pymt of $10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate ($1,762.50/month for 6 months); $8,812.50 in the estate that was not yet due although paid by payee in advance	$1,762.50	$1,762.50			$1,762.50
	IRAs\401k, etc.					
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene	$14,278.70	$14,278.70			$14,278.70
H	Edward Jones Acct #609-91955-1-0, W (as of 3/28/09) is bene	$17,769.29	$17,769.29			$17,769.29
	PENSIONS					
H	Chevron pension for $776.81/mth for life for Spouse beneficiary	$60,811.56	$60,811.56			$60,811.56
H	John Deere (Minnesota Mutual Life) Securian NQ Pension annuity contract # 8074; $91.78 a month for life of Nelva Brunsting (W)	$7,184.88	$7,184.88			$7,184.88
GRAND TOTAL		$2,143,198.48	$175,730.20	$336,425.39	$336,425.39	$2,143,198.48
						$2,143,198.48
	Less Elmer's Separate Property	$1,294,617.50			$1,294,617.50	
	Less assets direct to (surv spouse)	$175,730.20		$175,730.20		
	Total Comm / Prop in LT	$672,850.78				
	1/2 Comm / Prop in LT	$336,425.39				
	Total to be funded into Dec Tru					
				$336,425.39	$1,631,042.89	
	Total FET credit equivalent utilized	$1,631,042.89				

V&F 000683

CLIENT NAME: Brunetinz, Relva Date of Death: ← Elmer's

REVIEW SHEET

DOCUMENT REVIEWED	DATE	INITIALS
1. Engage letter	05/21/2009	CLJ
2. AE Finalrev.	1/20/2010	CLJ
3. Funding Pkg	2/24/2010	CLJ
4. - COT (3).	2/24/2010	CLJ
5. - GWD (HS) & acken of	2/24/2010	CLJ
6. Assign of Lease - dej. IAWA		
7. Bkacct + ST funding ltr	2/24/2010	
8.		
9.		
10. Billing		

COMMENTS:

1. Confirm TaxId DT 27-6453100
2. Contact US deeds or atty who prepped IAWA deeds.
3. ask AEV/SSV abt IAWA lease assign get a copy of Lease Agreement.

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

Client Name: Elmer + Nelva Brunstrup

5/1 Meeting Date: 5/11/2009 Please provide the following by: 6/10/09

Date Rec'd	TO DO LIST (INFORMATION NEEDED)
☑ 9/22/09	1. copy of stmt for Bluebonnet C. Union: stmt for Elmer + Nelva 04/01/09. rec'd 3/31/09
☐	
☑	2. Realtor's Opinion on the Home as to Fair Mkt Value on April 1, 2009
☐ County approved	- Realtor's letter head
☐	- Personally viewed property
☐	- Familiar w/ property in the area
☐	- in their opinion, fair market value on the home
☐	- signed. Houston approved O.K.
☐	- to Vacek Law Firm PLLC
☑ 9/22/09	3. Copy of Realtors opinion for Fair Market Value on IOWA property. (see above requirements)
☐ need authority still need Transport	4. copy of front and back of all stocks certificates in safe deposit box
☐	
☐ none	5. Copy of all bonds in safe deposit box.

Date Rec'd	To Do List (continued)
☑ 9/22/09 ✓	6. copy of car title and Bluebook value of Buick - Edmunds.com
☐	
☐	
☑ 9/22/09 ✓	7. copy of lease for TOWN property
☐	
☑ 9/22/09 ✓	8. copy of last payment (check) for TOWN property
☐	
☐	
☐ ✓	9. Contact Chevron and Request gross mo'ly pension amount Nelva is entitled to
☐	
☐	
☐	
☐	10. copy of annuity contracts
☐ ✓	- John Hancock
☐ ✓	- Minnesota Life
☐	
☐	
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PM TRUST REVIEW MEETING

Signing Date & Time
Wed. Aug. 4th 2 pm.
Fee:
Paid: ____ Mail: ____

Client Name: Brunsting, Nelva

Date: 07/30/10 **Estate Size:** 2 mil ±

IRA: Husband - N/A **Wife -**

Current Address/Phone: 13630 Pinerock Hou TX 77079

Date of Trust/Restatement: _____ **Previous Amendments?** Yes

Subtrust Funding Done previously? Yes. DT & ST

AMENDMENT: ✓ **QBD(PAT)**✓ ____ **Other** ____ **Instr Ltr** ✓ **HCPOA**✓

✓ **ApptSUCCTee/HIPAA**✓ ____ **ExTPOA** ✓**COT** ✓**POA**✓ ____**DIR**

Anita Kay Riley & Amy Ruth... Co-Tees of Survivor of Them. Then Trust

✓ **Distribution Change (QBD):**

PAT QBD

IF PAT QBD then:

Each beneficiary Trustee of Own Trust: ✓ yes ____ no

except for Carl, Anita & Aimee as Co-Tees for Carl (except they have rt to name need to Carl as own 4 own Succ Tee)

Distribution of PAT:

Same as LT except need language about the last amend (QBD) less early distrs.

_____ **Specific Distribution:**

_____ **Ultimate Distribution:**

_____ **HEALTH CARE DOCUMENTS:**

1ST Agent: Carol

2nd Agent: Anita

3rd Amy

IRA TRUST: _____ **yes** _____ **no** For whom? _____ husband _____ wife

Trustees upon disability of Trustor or spouse: _____

Each beneficiary Trustee of own trust? _____ yes _____ no

SS# of Surviving Spouse/Beneficiaries: _____

FUNDING:

Real Estate _____

Which property has NO MORTGAGE? _____

_____ Recording HS Deed

_____ Apply for HS Exemption

Tax-deferred Assets _____

_____ Bank & Brokerage Accounts

_____ Life Insurance

_____ Oil & Gas Interests

_____ Credit Union Accounts

_____ Partnership Interests

_____ CDs

_____ Safe Deposit Box

_____ Stocks and Bonds

_____ Motor Vehicles

_____ Sole Proprietorship Assets

_____ Promissory Notes & Mortgages

_____ Annuities

Additional Documents: _____

_____

NOTES:

Needs new DFPOA order

Anita

Carol

Amy

Any Name Changes for children?_____**Any children Predecease?** No.

If Yes, who:_____

FEES:

QUOTED: $ _____ (Plus Expenses)

AMOUNT REC'D: None **DATE:** _____

BALANCE DUE: _____

DOCUBANK? _____

Cost Pat QBD 1200.
Hipaa Pkg 250 - med POA
D. F. P. O. A 150.-
Appt. of Succ TEE
New Card.

Courtesy discount $150.-

Cy

Anita - called

Carl has encephlytes

amendments to trust

Anita & Aimee as Co-Tees

Change list under ME

Carol
Anita
Aimee

Financial P.O.a

Anita
Carol
Aimee

Amend to trust /PAT's w/ Aimee to be Co-Tees.
to connect Supp Needs to Anita

Sp needs?

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

Client Name: Elmer + Relva Brunstng

5/1 Meeting Date: 5/11/2009 Please provide the following by: 6/10/09

Date Rec'd

TO DO LIST (INFORMATION NEEDED)

☐ ___ 1. copy of stmt for Bluebonnet C. Union:
☐ ___ stmt for Elmer + Relva 04/01/09.
☐ ___
☐ ___ 2. Realtors Opinion on the Home as
☐ ___ to Fair Mkt Value on April 1, 2009
☐ ___ - Realtors letter head
☐ ___ - Personally viewed property
☐ ___ - Familiar w/ property in the area
☐ ___ - in their opinion, fair market
☐ ___ value on the home
☐ ___ - signed.
☐ ___ - to Vacek Law Firm PLLC
☐ ___ 3. Copy of Realtors opinion for Fair
☐ ___ Market Value on Iowa property.
☐ ___ (see above requirements)
☐ ___ 4. copy of front and back of all
☐ ___ stocks certificates in safe deposit
☐ ___ box
☐ ___ 5. Copy of all bonds in safe deposit
☐ ___ box.

Date Rec'd

To Do List (continued)

☐ ___ 6. Copy of car title and Bluebook
☐ ___ value of Buick - Edmunds.com
☐ ___
☐ ___ 7. Copy of lease for TOWA property
☐ ___
☐ ___ 8. Copy of last payment (check)
☐ ___ for TOWA property
☐ ___
☐ ___ 9. Contact Chevron and Request
☐ ___ gross monthly pension amount
☐ ___ Nelva is entitled to
☐ ___
☐ ___ 10. Copy of annuity contracts
☐ ___ - John Hancock
☐ ___ - Minnesota Life
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___
☐ ___

PM TRUST REVIEW MEETING

Signing Date & Time
_____
Fee: _____
Paid: _____ Mail: ____

Client Name: _____

Date: _____ **Estate Size:**_____

IRA: Husband - _____ **Wife -** _____

Current Address/Phone:_____

Date of Trust/Restatement: _____ **Previous Amendments?** _____

Subtrust Funding Done previously? _____

AMENDMENT: ____ QBD(PAT) _____ Other _____ Instr Ltr ____HCPOA

_____ ApptSUCCTee/HIPAA ____ ExTPOA _____ COT _____ POA ____DIR

_____

_____

_____

_____ Distribution Change (QBD):

_____

_____

_____

IF PAT QBD then:

Each beneficiary Trustee of Own Trust: _____ yes _____no

_____

Distribution of PAT: _____

_____

_____

FUNDING:

Real Estate _____

Which property has NO MORTGAGE? _____

_____ Recording HS Deed

_____ Apply for HS Exemption

Tax-deferred Assets _____

_____ Bank & Brokerage Accounts

_____ Life Insurance

_____ Oil & Gas Interests

_____ Credit Union Accounts

_____ Partnership Interests

_____ CDs

_____ Safe Deposit Box

_____ Stocks and Bonds

_____ Motor Vehicles

_____ Sole Proprietorship Assets

_____ Promissory Notes & Mortgages

_____ Annuities

Additional Documents: _____

_____

NOTES:

_____

_____

_____

_____

_____

_____

Any Name Changes for children?_____**Any children Predecease?** _____

If Yes, who:_____

Engagement letter
PM2

AE

CLIENT Elmer N. Bunsting DATE 05/11/2009

5/1 PM OPENER CHECKLIST

Husband's:	
SSN:	282-32-8905
DOB:	9/29/1921
Wife's:	
SSN:	481-30-4685
DOB:	10/8/26

4/1/2009 Date of death

____ Engagement Letter/ARI (706 cases)

✓ Xerox copy of signature pages of trust

____ Asset List

____ Xerox of Information sent with Client

(Y) or N Received death certificate? Orig.

Y or N Mortgage on any Real Property?

Y or N Need HS language amended in trust?

Y or N Recording HS deed? If yes, will need:
- ___ Copy of driver's license (if decedent over 65 & spouse over 55)
- ___ Copy of death certificate
- ___ Copy of trust signature pages
- ___ Copy of executed amendment(s), if applicable

less than @ 2 mil. Approximate size of estate (per client)

____ Bring copy of page 1 of all account statements to next appointment
Bring trust original documents and estate planning portfolio binder (mini 5/3 appointments only)

no Inheritance (single subtrust)

____ Get CPA Name and Address → fiduciary Richard Richers. IAWA - Cruz + Cruz. Save her Matt Chiara's card

____ Collect: All original Deeds & Transfers of Notes

Deceased's documents:
- Will ✓
- DPOA ✓ Cruz
- Disclosure
- HCPOA
- Living Will
- HIPAA

____ Successor Trustee Handbook

____ Rick Wheeler referral

$ ____ Legal fee collected/fee charged

____ Date & type of next appointment

V131068

06/25/01 101599135 V131068 $13.00

GENERAL WARRANTY DEED

Date: October 10, 1996

Grantors: ELMER H. BRUNSTING and NELVA E. BRUNSTING

Grantors' Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Grantees: ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantees' Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Consideration:

The sum of TEN ($10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate and sufficient consideration, cash, paid to the Grantors, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Grantors' undivided interests in and to that certain tract and parcel of real property, together with all improvements located and situated thereon, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, reservations, and other instruments of record.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' successors and assigns against every

person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantors hereby reserve the rights afforded to the Grantors under the homestead exemption laws pursuant to Chapter 41 of the Texas Property Code and §11.13 of the Texas Tax Code.

When the context requires, singular nouns and pronouns include the plural.

Grantees assume all ad valorem taxes due on the property for the current year.

WITNESS OUR HANDS on October 10, 1996.

ELMER H. BRUNSTING

NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on October 10, 1996 by ELMER H. BRUNSTING and NELVA E. BRUNSTING.

Notary Public, State of Texas

SHANNON E. SWEENEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 25, 1998

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

FILE FOR RECORD
8:00 AM

JUN 25 2001

County Clerk, Harris County, Texas

V&F 000699

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN 25 2001

COUNTY CLERK
HARRIS COUNTY, TEXAS

INFORMATION CONCERNING THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you

or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

Signed on 8-25, 2010, to confirm that I received this disclosure statement prior to execution of my Medical Power of Attorney and that I have read and understand it.

Nelva E. Brunsting

NELVA E. BRUNSTING

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **CAROL A. BRUNSTING**, who resides at 5822 Jason, Houston, Texas 77074, and whose phone number is (713) 560-6381 (cell), as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent, in the following order, to make health care decisions for me as authorized by this document:

A. First Alternate Agent

ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732 (home) or (361) 550-7132 (cell)

B. Second Alternate Agent

AMY RUTH TSCHIRHART
2582 Country Ledge
New Braunsfels, Texas 78132
(830) 625-8352 (home) or (830) 823-2388 (cell)

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority

I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on 8-25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

Merlin Case
Signature of First Witness

Date: 8/25th, 2010

Merlin Case
14800 St. Mary's Ln., Suite 230
Houston, TX 77079

Address of First Witness

Candace D Kunz-Freed
Signature of Second Witness

Date: 08-25, 2010

Candace Kunz-Freed
14800 St. Mary's Ln., Suite 230
Houston, TX 77079

Address of Second Witness

INFORMATION CONCERNING
THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions

who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **CAROL ANN BRUNSTING**, who resides at 5822 Jason, Houston, Texas 77074, and whose cell phone number is (713) 560-6381, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

B. Second Alternate Agent

CANDACE LOUISE CURTIS
1215 Ulfinian Way
Martinez, CA 94553
(925)229-3849

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 11511 Katy Freeway, Suite 520, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on November 8, 2007.

Nelva E Brunsting

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

Tonya E Lyrock

Signature of First Witness

Date: November 8, 2007

Tonya E. Lyrock
11511 Katy Freeway, Suite 520
Houston, Texas 77079

Address of First Witness

Candace L Kunz-Freed

Signature of Second Witness

Date: November 8, 2007

Candace L. Kunz-Freed
11511 Katy Freeway, Suite 520
Houston, Texas 77079

Address of Second Witness

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

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(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **ELMER HENRY BRUNSTING**, also known as **ELMER H. BRUNSTING**, who resides at 13630 Pinerock, Houston, Texas 77079, and whose phone number is (713) 464-4391, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (281) 514-7491

B. Second Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 11511 Katy Freeway, Suite 520, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

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Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on January 12, 2005.

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

Signature of First Witness

Date: January 12, 2005

Krysti Bruli
11511 Katy Freeway, Suite 520
Houston, Texas 77079

Address of First Witness

Signature of Second Witness

Date: January 12, 2005

April Driskell
11511 Katy Freeway, Suite 520
Houston, Texas 77079

Address of Second Witness

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION

(Valid Authorization Under 45 CFR Chapter 164
and the Laws of the State of Texas)

Statement of Intent

It is my understanding that Congress passed a law entitled the Health Insurance Portability and Accountability Act ("HIPAA") that limits use, disclosure or release of my individually identifiable health information (or, sometimes herein, "protected medical information"). This Authorization is being signed because it is crucial that my health care providers readily use, release or disclose my protected medical information to, or as directed by, that person or those persons designated in this Authorization in order to allow me the advantage of being able to discuss with, and obtain advice from, others or to facilitate decisions regarding my health care when I otherwise may not be able to discuss these matters with health care providers without regard to whether any health care provider has certified in writing that I am "incompetent" for purposes of the laws of the State of Texas.

Appointment of Authorized Persons

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, an individual, hereby appoint the following persons, or any of them, as Authorized Persons for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and [State Health Care Information Act]:

ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING
CANDACE LOUISE CURTIS
CAROL ANN BRUNSTING
CARL HENRY BRUNSTING
AMY RUTH TSCHIRHART
ANITA KAY RILEY

Grant of Authority

Therefore, as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, a covered entity (being a health care provider as defined by HIPAA) is permitted to use, release and disclose my individually identifiable health information pursuant to and in compliance with this valid Authorization.

I hereby authorize:

a. All covered persons and entities as defined in HIPAA, including but not limited to a doctor (including but not limited to a physician, podiatrist, chiropractor, or osteopath), psychiatrist, psychologist, dentist, therapist, nurse, hospitals, clinics, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company or any other health care provider or affiliate,

b. to use, release and disclose the following information at the request of an Authorized Person:

Any and all individually identifiable health care information, reports and/or records concerning my medical history, condition, diagnosis, testing prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization for access to, disclosure and release of ANY protected medical information by or to the persons named in this Authorization as if each person were me;

c. to, or as requested by, an Authorized Person.

Termination

This Authorization is not affected by, and shall not terminate by reason of, my subsequent disability or incapacity. This Authorization shall terminate on the first to occur of: (1) 1 year following my death or (2) upon my written revocation expressly referring to this Authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. Such revocation shall be effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

Re-disclosure

By signing this Authorization, I acknowledge that the information used, disclosed or released pursuant to this Authorization may be subject to re-disclosure by an Authorized Person

whose names are written in paragraph 1 of this Authorization and the information once disclosed will no longer be protected by the rules created in HIPAA. No covered entity shall require an Authorized Person to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this Authorization.

Instructions to the Authorized Persons

An Authorized Person shall have the right to bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, an Authorized Person is authorized to sign any documents that the Authorized Person deems appropriate to obtain use, disclosure or release of the protected medical information.

Effect of Duplicate Originals or Copies

If this Authorization has been executed in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Person may make photocopies of this Authorization and each photocopy will have the same force and effect as the original.

My Waiver and Release

With regard to information disclosed pursuant to this Authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule or regulation. In addition, I hereby release any covered entity that acts in reliance on this Authorization from any liability that may accrue from the use or disclosure of my protected medical information in reliance upon this Authorization and for any actions taken by an Authorized Person.

Severability

I intend that this authorization conform to United States and Texas law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Dated: January 12, 2005.

NELVA E. BRUNSTING
SSN: 481-30-4685
DOB: October 8, 1926

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on January 12, 2005, by NELVA E. BRUNSTING.

Notary Public, State of Texas

CHARLOTTE ALLMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2006

Client Name: Brumsting

Closing Date & Time: 10/10 2:00

Drafted CD / Proofed _____

Reviewed 10/6

Checked calendar DHD



CLIENT INFORMATION FORM

Iowa farm - handled by Dennis Duffey/BAH

Was chemical engineer for Gulf

He does a lot of volunteer work - Habitat for Humanity and Memorial Area Ministries

She works for Mary's lay minister

They go to Chapelwood Methodist

Wed

Living Trust Consultation

Date: 9-27-96

Husband:
PRINT Full Name ELMER HENRY BRUNSTING
Elmer
PRINT Signature Name Elmer H. Brunsting ✓
Date of Birth 9-29-21 Work Phone ( )

Wife:
PRINT Full Name NELVA ERLEEN BRUNSTING
Nelva
PRINT Signature Name Nelva E. Brunsting ✓
Date of Birth 10-8-26 Work Phone ( )

Home Address: 13630 PINEROCK
City: HOUSTON
State: TEXAS Zip: 77079 County: HARRIS
Home Phone: (713) 464-4391
Date of Marriage: 5-24-46 American Citizen? Yes

Children's Full Names	Sex	Date of Birth	Parent: Husband	Wife	Joint
Candace Louise Curtis	F	3-12-53	☐	☐	☑
Carol Ann Brunsting	F	10-16-54	☐	☐	☑
Carl Henry Brunsting	M	7-31-57	☐	☐	☑
Amy Ruth Tschirhart	F	10-7-61	☐	☐	☑
Anita Kay Riley	F	8-7-63	☐	☐	☑
			☐	☐	☐

My estate has the following assets:
- ☑ Real Estate
- ☑ Stocks, Bonds, Mutual Funds
- ☑ Life Insurance 48
- ☑ IRA/401K
- ☐ Partnerships
- ☑ Certificates of Deposit

Approximate gross value of my entire estate: $1,000,000 - 1.2 $1.5 at closing

Please check one of the following boxes:

- ☐ I am ready to proceed with the creation of my living trust.
- ☐ I am not interested in creating a Living Trust at this time. I'm here for general information only.
- ☑ I need the following questions answered before I am ready to proceed with the creation of my Living Trust: ODDS ON GUARDIANSHIP
  HOW ASSETS TO CHILDREN AFTER DEATH
  HOW ARE INDIVIDUAL INHERITED ASSETS HELD SEPARATE

GUARDIANS

1. _____

2. _____

TRUSTEES

1. Anita

2. Carl

3. Amy

SIZE OF ESTATE $ 1.4

CREATION OF DECEDENT'S AND SURVIVOR'S TRUSTS

_____ QTIP
_____ Q4
_____ Second Marriage QTIP
_____ QDOT

SPECIFIC BEQUESTS: _____

DISTRIBUTION OF TRUST PROPERTY

FULL NAME OF BENEFICIARY	RELATIONSHIP	SEX M/F/C	% of TRUST	IMM. DIST.	Distribution of: INCOME	Distribution of: PRINCIPAL	† C/L	DEATH OF BENEFICIARY
each child			1/5	☑				DS
				☐				
				☐				
				☐				
				☐				
				☐				
				☐				

ULTIMATE BENEFICIARIES

___ Half to each Trustmaker's heirs intestate.

	FULL NAMES	SEX MFC	RELATIONSHIP	% SHARE
H W J	Central College of Iowa			100%
H W J	Pella, Iowa			
H W J				

SIMULTANEOUS DEATH OF TRUSTMAKERS

___ 1. Husband has more SP
___ 2. Wife has more SP
___ 3. All CP

DURABLE POWER OF ATTORNEY FOR HEALTH CARE
ALTERNATE AGENT(S)

Name: Carl

Address: 5629 Flack Dr.
Houston 77081 Phone: (713) 778-0137
w - (713) 522-2778

Name: Carol

Address: 5822 Jason
Houston 77074 Phone: (713) 981-5260
w - (713) 514-7491

IDENTIFICATION CARD

Husband's SS # 282-32-8905 Wife's SS # 481-30-4685

IN CASE OF EMERGENCY CONTACT:

My _____: _____ (Phone no.) _____

DEEDS

What is the **homestead's subdivision?** _____

Deeds needed: 1

_____ _____ _____

_____ _____ _____

OTHER DOCUMENTS NEEDED:

Iowa Deed

_____

_____

_____

ESTATE PROTECTION TRUST _____

Trustee: 1._____ 2._____

BILLING INFORMATION

Living Trust	$ 1980.00	
Estate Protection Trust	$	
Deeds & Other Documents	$ 150.00	
Total Fee		$ 2130.00
Retainer paid		$ 1065.00
Balance owed		$ 1065.00

RECEIPT OF ORIGINAL DOCUMENTS

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, hereby acknowledge receipt of the following original estate planning documents from the Law Offices of Albert E. Vacek, Jr.

- ■ The BRUNSTING FAMILY LIVING TRUST
- ■ Pour-Over Will - Husband
- ■ Pour-Over Will - Wife
- ■ Durable Special Power of Attorney - Husband
- ■ Durable Special Power of Attorney - Wife
- ■ Durable Power of Attorney for Health Care - Husband
- ■ Durable Power of Attorney for Health Care - Wife
- ■ Directive to Physicians (Living Will) - Husband
- ■ Directive to Physicians (Living Will) - Wife
- ■ Disclosure Statement - Husband
- ■ Disclosure Statement - Wife
- ■ Community Property Agreement
- ■ Affidavit of Trust
- ■ "Funding Your Living Trust"
- ■ Transfer & Contribution Agreement
- ■ Deed(s)
- ■ Certificate of Trust
- ■ Other _____

_____

_____

DATE: October 10, 1996

Elmer H. Brunsting
ELMER H. BRUNSTING

Nelva E. Brunsting
NELVA E. BRUNSTING

THREE EVILS OF ESTATE PLANNING

I. LIVING PROBATE (Guardianship) / Disability Situation

A. EXPENSE
1. Two attorneys required
2. Court costs
3. All action by Guardian dependent on court

B. TIME REQUIRED OF GUARDIAN
1. Complete inventory
2. Annual accountings

C. HUMILIATION FOR FAMILY
1. Courtroom evidence of "unsound mind" or habitual drunkard

II. DEATH PROBATE - Probate of a Will (Required by Law)

A. EXPENSE
1. Court costs
2. Attorney's fees

B. TIME REQUIRED OF EXECUTOR
1. Appear for Hearing in Court
2. File complete Inventory & Appraisement

C. LOSS OF PRIVACY

III. FEDERAL ESTATE TAXES

A. 37¢ to 55¢ ON EVERY DOLLAR

B. UNLIMITED MARITAL DEDUCTION
1. Taxes due at death of survivor
2. "Estate Stacking" increases the amount of taxes due

C. USING YOUR CASE AS AN EXAMPLE

STEP 2
Transfer Assets to Trust

STEP 1
Create the Trust

Elmer

and

Nelva

ASSETS

THE FAMILY LIVING TRUST (Revocable)

are:

~~[illegible]~~
$1,208,000 gross estate

- ✓ Founders
- ✓ Beneficiaries
- ✓ Co-Trustees
- Successor Trustees

Nelva is Trustee

$600,000
<600,000>
— 0 —

Death of First Spouse

Survivor's Trust

Nelva gets all income

Nelva may use all principal "needs"

Decedent's Trust

$600,000
<600,000>
— 0 —

Kids

Death of Surviving Spouse

Saved $235,000

Children

Grandchildren

Inheritance held in trust for grandchildren to age 21

Fee to prepare your Family Living Trust
and all associated documents

Married couple	~~$ 2,200.00~~ $1,980
Single person	$ 1,700.00
Estate Protection Trust	$ 1,600.00

Deeds and other documents

Deed for homestead - No Charge

_____ additional deeds at $50 each $ _____

_____ assignments at $35 each $ _____

Joint Deed $150.

TOTAL FEE**

$ 2730

Retainer in advance (1/2 of total fee)

$ 1065

Balance due upon signing of documents

$ 1065

****TOTAL FEE**
(There are no continuing maintenance charges)

PLEASE NOTE: Additional charge if
our firm transfers your assets to
your Living Trust: $75.00 per hour

(1)

The Family Living Trust (Revocable)

Elmer & Nelva:

(2) Transfer to Trust

Assets

- Founders
- Beneficiaries
- Trustees
- Successor Trustees
  - 1° Anita
  - 2°
  - 3°

1. Elmer is disabled

2. Elmer dies

3. Nelva is disabled

4. Nelva dies

Nelva Disability Trustee

Cares for Disabled Spouse and Manages Trust

Nelva Death Trustee

Winds up Deceased Spouse's Affairs & Manages Trust

Anita Disability Trustee

Cares for the Disabled Surviving Spouse & Manages Trust

Anita Death Trustee

Distribution of Estate to Named Beneficiaries

20% 20% 20% 20% 20%

Carl | Amy | Anita | Candace

(1)

Per Stirpes Distribution (Held in Trust)

1 2

(2) (21)

Date: 10-07-96 List of mail for: BAH Beverly Ham Page: 1

Date	Time	From	Subject
10-07-96	12:20	JHD Jeri Dopler	Dennis Duffey (atty)

Originated by: (JHD-Jeri Dopler) on 10-07-96 - 12:20

319-355-7070 Said he was an attorney and was calling re: a fax you sent him on Friday re: the Brunstings.

Mr. Brunsting — 464-4391

Luke Brunsting & wife Gertie ? 81?
77?

Both dead? — Yes ← Probate on Dad's Will

How did Elmer get title if both are dead?

Does he have any Probate paperwork showing

?

Frl. ½ — "fractional"

10/7
Spoke again w/ Dennis Duffy
He will hold off.
Full updated Abstract of Title would be more permanent
Limited title search is possible (cheaper)

Dennis will be in town until Wed. — if after Wed. talk to Janet

of the County of Harris State of Texas for and in consideration

of the sum of TEN AND NO/10( )OLLARS ($10.00) and other ood and valuable considerations to them in hand paid in cash by ELMER H. BRUNSTING and wife, NELVA E. BRUNSTING, the receipt and sufficiency of which are hereby acknowledged and confessed; and

The further consideration of the ASSUMPTION AND AGREEMENT by the said ELMER H. BRUNSTING and wife, NELVA E. BRUNSTING to pay as the same matures the unpaid balance owing on that certain promissory note dated September 2, 1966, in the principal sum of THIRTY TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($32,800.00), bearing interest as therein set out, payable to the order of HOLLAND MORTGAGE AND INVESTMENT CORPORATION, in monthly installments of TWO HUNDRED TWENTY ONE AND 48/100 DOLLARS ($221.48) each, beginning November 1, 1966, maturing October 1, 1991, said note being secured by the Vendor's Lien retained in Deed from C. B. GIFFORD to BILLIMAC C. BRADLEY and wife, MABLE G. BRADLEY, recorded in Volume 6508, Page 586 of the Deed Records; and Being additionally secured by Deed of Trust of even date therewith to JAMES T. HOLLAND, Trustee, recorded in Volume 5712, Page 24 of the Mortgage Records of Harris County, Texas, to which instruments reference is here made for all purposes;

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said

ELMER H. BRUNSTING and wife, NELVA E. BRUNSTING,

of the County of Harris State of Texas, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Harris, State of Texas, described as follows:

Lot Thirty One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas.

This conveyance is Subject to an Annual Maintenance charge of not more than six mills per square foot of lot area, payable in advance on January 1st of each year to WILCHESTER WEST FUND, INC., as set out in and secured by a Vendor's Lien contained in the Restrictions Instrument recorded in Vol. 6140, Page 471 of the Deed Records of Harris County, Texas.

132-0693

V&F 000732

CLIENT EVALUATION

Mr. and Mrs. Elmer H. Brunsting

October 10, 1996

1) Were you treated by the attorney and staff in a courteous and professional manner?

✓ Yes ___ No

2) Were the fees in your matter clearly explained to you when you first retained us?

✓ Yes ___ No

3) Do you feel the fees are reasonable in light of the product and service delivered to you?

___ Yes ___ No NO REAL COMPARISON

4) Were you satisfied with the quality of legal services given to you?

___ Yes ___ No SO FAR OK

5) Would you refer others to our firm for legal services?

✓ Yes ___ No

6) Please make any comments that you feel would assist us in better serving our clients.

CHANGING TITLE IS INTIMIDATING, BUT ONCE STARTED GOES QUICKLY

PRESERVATION
PLANNING

GREG J. JUNGEBLUT, CLU
820 Gessner, Suite 296
Houston, Texas 77024
(713) 827-0491
Fax: 827-0461

November 20, 1996

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, TX 77079

Dear Mr. and Mrs. Brunsting,

It certainly was a pleasure meeting and spending time with both of you yesterday. As sensitive as I am regarding the spelling of names, I apologize for having misspelled yours.

Should all go full circle with the insurance and the Irrevocable Trust, more of your Estate will be preserved for your children.

From here, several things will happen. The current medical findings will be performed by a medical service named Time Medical Exams. They will call you to arrange for this. We will be requesting data from your personal physicians. Someone may give you a call to verify information provided to me and ask questions related to yourself, your health and your finances.

After all of this is completed and compiled, the insurance company will give me an underwriting determination. At that point, I will be back with you so you can make the next series of decisions.

I will keep you abreast of the status along the way. Should you have any questions, please give me a call.

Again, I enjoyed visiting with you, and thanks for the trust you have placed in me. I look forward to continuing to assist you and your family with this portion of your planning.

Sincerely,

Greg

Greg J. Jungeblut, CLU

cc: Albert E. Vacek, Jr.

RECORDED SIOUX COUNTY IOWA

'96 NOV 18 AM 9 47

5407
5407

FILE 1996 CARD 5407
Anita K. Van Bruggen
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 2550 Middle Road, Suite 101, Bettendorf, IA 52722, (319) 355-7070

QUIT CLAIM DEED
STATE OF IOWA,

Sioux County

STATE OF IOWA
Filed for record this 18th
day of November A.D. 19 96
at
Recd 11-18-96

THIS INDENTURE WITNESSETH, THAT THE GRANTORS,

ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,

of the County of Harris and the State of Texas for and in consideration of Ten ($10) Dollars and other good and valuable consideration in hand paid, QUIT CLAIMS unto

ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or their successors in trust, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 **and any amendments thereto,**

the following described real estate in the County of Sioux, State of Iowa, hereby relinquishing all rights of dower, homestead and distributive share in and to the real estate, to-wit:

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

subject to all easements and restrictions of record.

The consideration for this transfer is less than $500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Grantors warrant that the trust named as grantee herein is a revocable trust as defined in Iowa Code Chapter 9H.1(20).

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage and protect said premises or any part thereto, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; to donate to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof; from time to time, and upon any terms and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that

(a) at the time of the delivery of this deed the trust stated in this Indenture as grantee was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,

(c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

IN WITNESS WHEREOF, the grantors have signed this on October 29, 1996.

Elmer Henry Brunsting
Elmer Henry Brunsting

Nelva E. Brunsting
Nelva E. Brunsting

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that **ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal on OCTOBER 29, 1996.

BEVERLY A. HAM
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-12-98

Beverly Ham
Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dennis D. Duffy
Attorney at Law
101 Northwest Bank Tower
2550 Middle Road
Bettendorf, Iowa 52722
(319) 355-7070

LAW OFFICES
OF
ALBERT E. VACEK, JR.
Professional Corporation

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
SHANNON E. SWEENEY

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11757 Katy Freeway, Suite 840
Houston, Texas 77079
(281) 531-5800

1-800-229-3002
Telefax (281) 531-5885

December 3, 1996

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: Iowa Property

Dear Mr. and Mrs. Brunsting:

Enclosed please find your original Quit Claim Deed to your property in Iowa which has now been recorded in Sioux County. You should place the original deed with your other original trust documents. The hole-punched copy should be placed in your red trust portfolio behind the "Title Transfer Documents" tab.

If you have any questions, please call. Thanks!

Very truly yours,

Beverly Ham

Beverly Ham

Encls.

Dennis D. Duffy Attorney at Law

Licensed in Iowa & Illinois

101 Northwest Bank Tower
Spruce Hills & Middle Road
2550 Middle Road
Bettendorf, IA 52722
Tel (319) 355-7070
(800) 355-7618
Fax (319) 355-9058

November 25, 1996

Albert E. Vacek, Jr.
Law Offices of
Albert E. Vacek, Jr., P.C.
11757 Katy Freeway, Suite 840
Houston, TX 77079

Re: Elmer H. and Nelva E. Brunsting - Deed

Dear Mr. Vacek:

Enclosed is the original Quit Claim Deed for the Sioux County, Iowa property which was recorded as Document No. 1996 - 5407 on November 18th, 1996 in Sioux County, Iowa. Since I do not have Mr. and Mrs. Brunsting's home address, I thought it would be best to send this original document to you. I assume you will forward the original to them.

I really appreciate the opportunity to be of service, and I would be happy to work with you in the future if you have other clients who need work in Iowa or Illinois.

Very truly yours,

Dennis D. Duffy
Attorney at Law

DDD/mlw
Enclosure

LAW OFFICES
OF
ALBERT E. VACEK, JR.
Professional Corporation

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
SHANNON E. SWEENEY

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11757 Katy Freeway, Suite 840
Houston, Texas 77079
(713) 531-5800

1-800-229-3002
Telefax (713) 531-5885

October 29, 1996

Mr. Dennis Duffy
Attorney at Law
2550 Middle Road
Suite 101
Bettendorf, Iowa 52722

Re: Elmer H. and Nelva E. Brunsting - Deed

Dear Dennis:

Enclosed is the Brunsting's deed which has been signed and notarized. Please have it recorded in Sioux County.

I did read the part of your letter of October 22nd advising Mr. and Mrs. Brunsting that no title search was done, etc. They understood and acknowledged the extent of your services.

I have placed your invoice in line for payment so you should receive that shortly.

Thanks again for your help - hopefully we will have more for you in the future!

Yours very truly,

Beverly

Beverly Ham

Encls.

Dennis D. Duffy Attorney at Law

Licensed in Iowa & Illinois

101 Northwest Bank Tower
Spruce Hills & Middle Road
2550 Middle Road
Bettendorf, IA 52722
Tel (319) 355-7070
(800) 355-7618
Fax (319) 355-9058

October 22, 1996

Albert E. Vacek, Jr.
Law Offices of
Albert E. Vacek, Jr., P.C.
11757 Katy Freeway, Suite 840
Houston, TX 77079

Re: Elmer H. and Nelva E. Brunsting - Deed

Dear Mr. Vacek:

In accordance with instructions from Beverly Ham, I have prepared the enclosed original Quit Claim Deed to transfer the Sioux County, Iowa property to the Brunsting's Living Trust.

Please note that Iowa Code Chapter 9H prohibits certain types of trusts from owning agricultural land in Iowa. This includes any land suitable for farming. However, this prohibition only applies to certain trusts. Iowa Code 9H.1(22) defines these trusts not to include a revocable trust, so long as it is a revocable trust under 9H.1(20). The definition of revocable trust for this purpose is as follows:

> "Revocable trust" means a trust which provides that the grantor retains the power to amend, modify, or revoke the trust at any time prior to the death of the grantor, regardless of whether, subsequent to the execution of the revocable trust and at any time prior to death, the grantor is legally competent to exercise the power to amend, modify, or revoke the trust and regardless of when the trust is created.

The result is that if a trust is a revocable trust as defined above, it may own Iowa agricultural land, if it is not, it is prohibited from owning Iowa agricultural land. Fines for violations are steep, as much as $25,000.00.

DENNIS D. DUFFY

Please review the definition of revocable trust under Iowa Code 9H.1(20) and be sure prior to execution of this deed to confirm that the Brunsting Family Living Trust complies. If it does, execute the deed. I have included a statement in the deed that attempts to satisfy any possible future concerns regarding this situation.

The document has a few blanks that need to be filled in, including the execution and notarization. After this, please return it to me so it can be recorded.

This letter is also my request to you to advise Mr. and Mrs. Brunsting that as part of these services, I have conducted no title work. I did not review the abstract nor did I in anyway assure myself that the title was clear from any liens or encumbrances of any kind. I have relied upon Mr. and Mrs. Brunsting's assurances to you that the property was owned free and clear. Further, we obtained a legal description not by review of the abstract but from you and copies of probate documents. Please be sure that Mr. and Mrs. Brunsting understand that no assurance regarding the state of this real estate title were provided as part of these services.

10/29/96
READ THIS PARAGRAPH TO MR. & MRS. BRUNSTING
THEY ACKNOWLEDGED

I also enclose my invoice for fees in the amount of $75.00 for these services and an additional $21.00 for the recording fees. Please send payment with the original executed deed so we can arrange for recording.

Please call me if you have any questions.

Very truly yours,

Dennis D. Duffy

DDD/jsw
Enclosure

Inv. given to DCC on 10/29

11/11/96

Dennis D. Duffy
Attorney at Law
Northwest Bank Tower
Spruce Hills & Middle Road, Suite 101
2550 Middle Road
Bettendorf, Iowa 52722

Tel: (319) 355-7070 Fax: (319) 355-9058

Per Pat Warner, She has & will pay now.

FAX TRANSMITTAL SHEET

Date: 11/9/96

Time:

SENT TO: Beverly Ham

Company: Albert Vanek

FAX NO: 713-531-5885

RE: Bursting deed

SENT BY: Dennis Duffy

NUMBER OF PAGES: (Including this page) _____

(If you do not receive all of the pages, please call Janet at 319/355-7070 ext.200)

* *

MESSAGES: We received the deed on 11/6 Upon receipt of your check for fees and recording we will

The information contained in this facsimile message is attorney client privileged and confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If you receive this communication in error, please immediately notify us by telephone and return the original message to us at the above address. Thank you.

arrange recording Thank you

TO DCC 10/29/96

Please Pay

Dennis D. Duffy
Attorney at Law
Northwest Bank Tower
2550 Middle Road, Suite 101
Bettendorf, Iowa 52722
(319) 355-7070 (800) 355-7618 Fax: (319) 355-9058

October 21, 1996

Albert E. Vacek, Jr.
Law Offices of
Albert E. Vacek, Jr., P.C.
11757 Katy Freeway, Suite 840
Houston, TX 77079

LT Client
They have paid
for this

Re: **Elmer H. and Nelva E. Brunsting - Deed**

STATEMENT FOR PROFESSIONAL SERVICES

Professional services for deed preparation to transfer Sioux County property to Trust		$ 75.00
Recording fees - Sioux County		21.00
	Total	$96.00

NOTE: It is my professional opinion that 35% of the above fee is tax-related and as a result, potentially deductible under Internal Revenue Code Section 212 for your federal and/or state income tax purposes. Professional tax advice, to the extent deductible, is treated as a miscellaneous itemized deduction. REMEMBER to give this statement to your tax preparer so this can be included when computing the deductible portion of your miscellaneous expenses.

WE APPRECIATE THE OPPORTUNITY TO BE OF SERVICE

LAW OFFICES
OF
ALBERT E. VACEK, JR.
Professional Corporation

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
SHANNON E. SWEENEY

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11757 Katy Freeway, Suite 840
Houston, Texas 77079
(713) 531-5800

1-800-229-3002
Telefax (713) 531-5885

TELECOPIER TRANSMITTAL FORM

DATE: 10/10/96 TIME: _____ NO. PAGES 7
(including this page)

TO: Dennis Duffy

TELECOPIER NO: (319) 355-9058

FROM: Beverly Ham

REGARDING: Elmer Brunsting

COMMENTS: Following are 3 more docs re the Brunsting property. Hope one of these work — call if not!

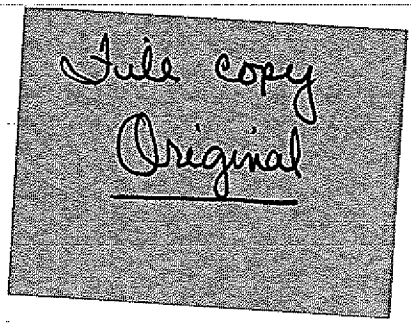
Please call if the documents are not legible or if you did not receive all of the pages.

****

CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.

****



Prepared by: Dennis D. Duffy, 2550 Middle Road, Suite 101, Bettendorf, IA 52722, (319) 355-7070

QUIT CLAIM DEED
STATE OF IOWA,

Sioux County

THIS INDENTURE WITNESSETH, THAT THE GRANTORS,

ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,

of the County of Harris and the State of Texas for and in consideration of Ten ($10) Dollars and other good and valuable consideration in hand paid, QUIT CLAIMS unto

ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or their successors in trust, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 **and any amendments thereto,**

the following described real estate in the County of Sioux, State of Iowa, hereby relinquishing all rights of dower, homestead and distributive share in and to the real estate, to-wit:

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

subject to all easements and restrictions of record.

The consideration for this transfer is less than $500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Grantors warrant that the trust named as grantee herein is a revocable trust as defined in Iowa Code Chapter 9H.1(20).

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage and protect said premises or any part thereto, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; to donate to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof; from time to time, and upon any terms and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that

(a) at the time of the delivery of this deed the trust stated in this Indenture as grantee was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,

(c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

IN WITNESS WHEREOF, the grantors have signed this on October 29, 1996.

Elmer Henry Brunsting

Elmer Henry Brunsting

Nelva E. Brunsting

Nelva E. Brunsting

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that **ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal on OCTOBER 29, 1996.

BEVERLY A. HAM
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-12-98

Beverly Ham

Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dennis D. Duffy
Attorney at Law
101 Northwest Bank Tower
2550 Middle Road
Bettendorf, Iowa 52722
(319) 355-7070

LAW OFFICES
OF
ALBERT E. VACEK, JR.
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Texas Board of Legal Specialization

11757 Katy Freeway, Suite 840
Houston, Texas 77079
(713) 531-5800

1-800-229-3002
Telefax (713) 531-5885

October 4, 1996

Mr. Dennis Duffy
Attorney at Law
2550 Middle Road
Suite 101
Bettendorf, Iowa 52722

VIA FACSIMILE
(319) 355-9058

Re: Elmer H. and Nelva E. Brunsting - Deed

Dear Dennis:

In April of this year you prepared a deed for a client of ours, Joan Friedrichs. We are in need of your services again. Following is the parts of an Abstract of Title pertaining to the Brunsting's property in Sioux County, Iowa. The Brunsting's are elderly and are sure that this is the only paperwork they have on the property. I hope that it is sufficient. Their trust is styled as follow:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Their current address is 13630 Pinerock, Houston, Harris County, Texas 77079. The deed will be executed in Harris County.

If you need any other information or have any questions, please call. If all is in order, please forward the deed and your invoice for services rendered.

Thanks again for your help.

Yours very truly,

Beverly

Beverly Ham

REPORT OF CHANGE OF TITLE, Made by Decree of Court or by Will FORM 139Z6 M15

Iowa Official Form No. 192

In the District Court of the State of Iowa, in and for Sioux County.

STATE OF IOWA, } ss. In the Matter of Estate of Luke H. Brunsting, Decd. Probate No. 9746

Sioux County }

TO THE COUNTY AUDITOR OF Sioux COUNTY, IOWA:

I hereby certify that the title to the real estate hereinafter described, has been changed and established in (1)

Elmer Henry Brunsting, with life estate in Gertie Brunsting

and in accordance with the provisions of Section 558.66, of the Code, of the State of Iowa, you are therefore required on payment of a transfer fee of $1.00, to enter the same upon the transfer books as provided for in the transfer of deeds.

The description of the real estate hereinabove referred to, is as follows: (2)

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96) North, Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet

25-86

in Sioux County, Iowa.

The change of title to the above described real estate was made as follows: (3)

IN TESTIMONY WHEREOF, I have hereunto attached my official signature and affixed my official seal, on this 24th day of July, 1972

M. D. Vander Broek
Clerk District Court.

By _____
Deputy.

(1) Give full name of person in whose name the title is established.

(2) Give full description of real estate.

(3) Show how the change of title was made; if by will, give name of testator and action of court thereon (with dates), and if by decree of Court, state the title of the action, giving dates and a brief synopsis of the decree.

IN THE DISTRICT COURT OF THE STATE OF IOWA, IN AND FOR SIOUX COUNTY

****

In the Matter of the Estate of : Probate No. 9746

Luke H. Brunsting, Deceased : FINAL REPORT OF EXECUTOR

****

Comes now Elmer Henry Brunsting and respectfully states to the Court:

That he was duly appointed Executor of this Estate on the 22nd day of January, 1971, and duly qualified as such.

That he gave notice of his appointment by publishing notice thereof once each week for two consecutive weeks in the Hull Index-Reporter, a weekly newspaper published in this County, as directed by the Court:

That proof of such publication has been filed herein.

That an Inventory, names of the Beneficiaries under the Last Will and Testament of the Decedent, and a description of the real property and personal property has been filed herein.

That all property which has come into the hands of the Executor and property belonging to this Estate has been dealt with and disposed of as directed by the Court; that the personal property was not privately appraised, since the Executor deemed the same unnecessary and he desires that by approval of this his Final Report the same may be waived.

That this Estate is now ready for settlement and disposition.

That this Estate is subject to both Federal Estate Tax and State Inheritance Tax and that the same has been paid in full. That Receipts and a copy of the Closing Letter from the Internal Revenue Service are filed.

That the Executor does further state as a part of his report herein and in compliance with Code Section 477, the following facts and matters to-wit:

1. The Deceased died seized of the following real estate:

> Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96) North, Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet. That this description, as above, appears in the Appraisement of the Inheritance Tax Appraisers filed herein. That the above description is the true and correct description of the real estate owned by this Decedent.

2. The Deceased died testate.

3. The Deceased left surviving him, his widow, Gertie Brunsting, 73, Hull, Iowa; his son, Elmer Henry Brunsting, 50, 13630 Pinerock, Houston, Texas, all in accordance with the provisions of the Last Will and Testament of the Decedent. That all of the personal property was bequeathed to the widow, Gertie Brunsting, and she was bequeathed a life estate in the real estate with a remainder over to Elmer Henry Brunsting, as designated hereinbefore.

That there are no minor heirs or beneficiaries who share in this Estate and thus no guardianship need be opened.

That fiduciary returns of income tax have been filed and that there is no income tax due from this Estate at this time.

That no heirs or beneficiaries are serving in any of the branches of the Armed Forces of the United States at this time.

That no children were born or adopted by the Decedent after the making of the Last Will and Testament who share in this Estate.

The Executor further states that all of his work in this Estate and the duties required of him by law have been performed and completed; and that all debts against the Estate were promptly paid by the Executor and that no claims were filed against the Estate.

That there is no legacy or devise that remains a lien against any of the property herein.

That all debts and charges have been paid by the Executor and that no further accounting has to be made. That the beneficiaries herein, Gertie Brunsting, and Elmer Henry Brunsting have executed a Waiver as to the time and place of hearing this Final Report and that they have received a copy of the same.

That all costs of administration such as Court costs and Attorney fees have been paid; said Attorney fee as per Order of one of the Judges of the Court, which is filed herein.

WHEREFORE, the Executor asks that his Final Report may be approved and all of his acts as Executor herein may be approved and that he may be discharged and that this Estate may be closed.

_____

Elmer Henry Brunsting

STATE OF IOWA:
SS.
SIOUX COUNTY :

I do solemnly swear that I am the Executor of the Estate of Luke H. Brunsting, Deceased; and that the statements and allegations in the foregoing report are true, as I do verily believe.

Elmer Henry Brunsting

SUBSCRIBED AND SWORN TO BEFORE ME by Elmer Henry Brunsting on this day of , 1972.

Notary Public - Sioux County, Iowa

STATEMENT OF TAXES DUE

SIOUX COUNTY TREASURER'S OFFICE

P.O. BOX 77
ORANGE CITY, IOWA 51041 (712) 737-3505
ROBERT HAGEY, TREASURER

RECEIPT NO. 11972

TAXING DISTRICT 210
WELCOME
BOYDEN-HULL

INDEX TO SPECIALS

INDEX TO TAX SALE

IMPORTANT: SEE REVERSE SIDE FOR IMPORTANT TAX INFORMATION

TAXES FOR FISCAL YEAR JULY 1, 1995 THRU JUNE 30, 1996
BASED ON JANUARY 1, 1995 VALUATION COLLECTIBLE 1996-1997

0089550 BRUNSTING, ELMER HENRY

13630 PINEROCK
HOUSTON TX 77079

89550

PARCEL NO.	DESCRIPTION	SEC OR LOT	TWP OR BLK	RNG.	ACRES	ROLL BACK VALUE 100% VALUATION	MILITARY	HOMESTEAD	AG. CREDIT ELDERLY CR.	NET TAX TAX ON DWELLING
000010021010030	NW NW	2	96	45	26.64	22505			27.02	380.00
A	FFCR EXC TR 542.5' X 660'					22505				

	LAND	BLDG	DWELL	M&E
ASSESSED	22505			
ROLLBACK	22505			

000010021260010	NE NW	2	96	45	35.50	30765			36.93	520.00
A	FFCR					30765				

6214

	LAND	BLDG	DWELL	M&E
ASSESSED	30765			
ROLLBACK	30765			

VALUATION FOR TAXATION	TAX PER $1000.00	CONSOLIDATED TAX	HOMESTEAD CREDIT	AG LAND CREDIT	ELDERLY CR. DISABLED CR.	TOTAL TAX	INSTALLMENTS 1st PAYMENT DUE	INSTALLMENTS 2nd PAYMENT DUE
53270	19.06990	963.65		63.95		900.00	SEPT 30,1996	MAR 31,1997
							450.00	450.00

263.78	COUNTY	27.01	DOWN	.25	BANGS	.01	DOWN
9.68	ASSESSOR	.01	UP	24.69	AREA SCH	1.60	DOWN
587.60	SCHOOL	40.89	DOWN		CITY	.00	
7.79	TOWNSHIP	.70	DOWN	6.21	AG EXT	.20	UP

V&F 000755

FROM THE ABSTRACT OFFICE OF
SIOUX ABSTRACT COMPANY, INC., ORANGE CITY, IOWA
MEMBER AMERICAN AND IOWA TITLE ASSOCIATIONS

No. 13,016

Abstract of Title

PREPARED BY

Sioux Abstract Company, Inc.

To the following described Real Estate
IN
Sioux County, Iowa

The NW Frl.¼, except the North 542.5 feet of the West 660 feet thereof, of Section 2, Township 96 North, Range 45 West of the 5th P. M., subject to Pipe Line Easement recorded in Book 68 Page 591 and public highways .... from the Government.----------

---

(See copy of the Original Government Survey, with respect to said real estate, attached hereto.)

Know Your Protection

Guarantee

Without reservation of any kind we hereby state to any person, firm or corporation relying on the abstract work done by this company that WE GUARANTEE OUR WORK UNCONDITIONALLY; that we stand back of it in every way; that, specifically, we will make good and indemnify any loss or financial injury occasioned by any omission or error in our work in connection with the above title.

AMERICAN TITLE ASSOCIATION ESTABLISHED 1907 APPROVED MEMBER

----------No. 1----------

U. S. A.

to

Robert Smyth

ORIGINAL ENTRY

Book of Original Entries
Page 159

Enters the NW¼ NW¼ of Section 2-96-45, 36.44 acres.
Date of sale June 18, 1857 - Patented to Robert Smyth December 10, 1859.

----------No. 2----------

U. S. A.

to

Robert Smyth

PATENT

Dated Dec 10 1859

Filed Mar 11 1881

Book K Page 529

Conveys the NW¼ NW¼ of Section 2-96-45, and other real estate.
Under Act of Congress approved March 3, 1855.

----------No. 3----------

Robert Smyth and wife
Margaret

to

William Smyth

DEED $140.00

Dated Dec 22 1863

Filed Mar 24 1864

Book B Page 147

Conveys the Frl. NW¼ NW¼ of Section 2-96-45, and other real estate.

----------No. 4----------

IN CIRCUIT COURT OF SIOUX COUNTY IOWA

Re Estate of William Smyth, deceased, testate

Will Record 1 Page 94

TRANSCRIPT

Filed June 7, 1879, is Transcript from Circuit Court, Linn County, Iowa, with an appended Certificate of the Clerk of said Court, under seal, that the following is a true copy of the record with respect to the estate of William Smyth, deceased.

from which appear:

WILL - (Dated September 30, 1870, recorded in Will Record 1 Page 94)

Testator makes specific cash bequests; bequeaths the rest and residue of his estate to his sons, William, James, Robert, David and John, share and share alike; and appoints Robert Smyth and Redman D. Stephens as Executors of his estate, with power to sell and convey real estate.

ORDER ADMITTING WILL

December 12, 1870, Will admitted to probate and record in Circuit Court, Linn County, Iowa.

---No. 5---

Robert Smyth and Redman D. Stephens as Executors of the Estate of Wm. Smyth, deceased

to

James Parks

EXECUTORS' DEED $550.00

Dated May 12 1879

Filed June 21 1879

Book J Page 302

Conveys the Frl. NW¼ NW¼ of Section 2-96-45, and other real estate.

---No. 6---

James Parks and wife Mary A.

to

Lewis E. Reed

W. DEED $800.00

Dated Feb 17 1880

Filed Feb 25 1880

Book J Page 633

Conveys the Frl. NW¼ NW¼ of Section 2-96-45, and other real estate.

---No. 7---

Lewis E. Reed and wife Angie

to

A. M. Bowdle and J. D. Newcomer

W. DEED $650.00

Dated Jan 27 1881

Filed Mar 7 1881

Book K Page 523

Conveys the Frl. NW¼ NW¼ of Section 2-96-45, and other real estate.
Signatures: L. E. Reed; Angie Reed.

---No. 8---

A. M. Bowdle and wife Amanda M.
J. D. Newcomer and wife Caroline A. S.

to

J. J. Bell

W. DEED $1150.00

Dated Mar 8 1882

Filed Mar 14 1882

Book N Page 159

Conveys the Frl. NW¼ NW¼ of Section 2-96-45, and other real estate.

---No. 9---

U. S. A.

to

Charles F. Choate

ORIGINAL ENTRY

Book of Original Entries Page 159

Enters the NE¼ NW¼ of Section 2-96-45, and other real estate.
Date of sale June 16, 1857 - Patented to Charles F. Choate December 10, 1859.

-------No. 10-------

Charles F. Choate and wife Elizabeth W.

to

J. J. Bell

W. DEED $1194.00

Dated July 17 1882

Filed Jan 10 1883

Book O Page 377

Conveys the NE¼ NW¼ of Section 2-96-45, and other real estate.

-------No. 11-------

U. S. A.

to

Joshua R. Babcock

ORIGINAL ENTRY

Book of Original Entries Page 159

Enters the S½ NW¼ of Section 2-96-45, and other real estate.
Date of sale June 16, 1857 - Patented to Joshua R. Babcock December 10, 1859.

-------No. 12-------

U. S. A.

to

Joshua R. Babcock

PATENT

Dated Dec 10 1859

Filed Sept 8 1875

Book G Page 275

Conveys the S½ NW¼ of Section 2-96-45, and other real estate.

-------No. 13-------

Treasurer, Sioux County, Iowa

to

Andrew Patterson

TAX DEED $25.02

Dated Dec 11 1879

Filed Dec 11 1879

Book 1 Page 323

Conveys 10 acres of the SW¼ NW¼ and 6 acres of the SE¼ NW¼ of Section 2-96-45, and other real estate.

-------No. 14-------

Treasurer, Sioux County, Iowa

to

Andrew Patterson

TAX DEED $22.39

Dated Dec 11 1879

Filed Dec 11 1879

Book 1 Page 324

Conveys 30 acres of the SW¼ NW¼ and 34 acres of the SE¼ NW¼ of Section 2-96-45, and other real estate.

----------No. 15----------

AFFIDAVIT
of
Jared R. Babcock

Dated Mar [illegible] 1888
Filed Mar 15 1888
Book 5 Page 144

Affiant states that Henry M. Babcock and Jared R. Babcock are the only surviving heirs of Johna R. Babcock, deceased.

----------No. 16----------

Henry M. Babcock and wife C. Fidelia
to
A. Patterson

Q. C. DEED $1.00
Dated Oct 16 1886
Filed Oct 21 1886
Book V Page 16

Conveys the S½ NW¼ of Section 2-96-45, and other real estate.

----------No. 17----------

Jared R. Babcock and Adelia M. Babcock
to
Andrew Patterson

Q. C. DEED $100.00
Dated Mar 3 1888
Filed Mar 7 1888
Book W Page 242

Conveys the S½ NW¼ of Section 2-96-45, and other real estate.

----------No. 18----------

Andrew Patterson and wife Ann
to
F. J. Snell

S. W. DEED $2400.00
Dated Nov 23 1886
Filed Nov 23 1886
Book V Page 70

Conveys the S½ NW¼ of Section 2-96-45, and other real estate.

----------No. 19----------

F. J. Snell and wife Lizzie
to
Andrew Patterson

W. DEED $2400.00
Dated Apr 18 1887
Filed Mar 29 1889
Book Y Page 172

Conveys the S½ NW¼ of Section 2-96-45, and other real estate.
Signatures and acknowledgment: Fred J. Snell; Lizzie H. Snell.

---No. 20---

Andrew Patterson and wife Ann

to

J. J. Bell

W. DEED $2760.00
Dated Mar 26 1889
Filed Mar 29 1889
Book Y Page 173

Conveys the S½ NW¼ of Section 2-96-45, and other real estate.

---No. 21---

J. J. Bell, unmarried

to

Albert E. Brunsting

W. DEED $4127.49
Dated Mar 27 1889
Filed Mar 29 1889
Book X Page 423

Conveys the NW¼ of Section 2-96-45, 152.87 acres, more or less.

---No. 22---

Albert E. Brunsting and wife Hendrikje

to

The C. & M. E. Lewis Company

W. DEED $7500.00
Dated Nov 1 1895
Filed Nov 5 1895
Book 34 Page 54

Conveys the NW Frl.¼ of Section 2-96-45, subject to public highways.

---No. 23---

The C. & M. E. Lewis Company, by President, Secretary, Corporate Seal

to

Henry Brunsting

W. DEED $6500.00
Dated Jan 15 1899
Filed May 11 1899
Book 28 Page 288

Conveys the NW Frl.¼ of Section 2-96-45, 152.87 acres, subject to legal highways.
Revenue $6.50.

---No. 24---

Henry Brunsting and wife Jantje

to

Luke H. Brunsting

W. DEED $27,516.60
Dated Sept 26 1924
Filed Oct 8 1924
Book 50 Page 298

Conveys the NW Frl.¼ of Section 2-96-45.
Revenue $23.00.

---No. 25---

Luke H. Brunsting and
wife Gertie

to

Northern Natural Gas
Company

EASEMENT $1.00

Dated June 30 1954

Filed Nov 13 1954

Book 68 Page 591

Grants the right, privilege and Easement to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the

NW¼ of Section 2-96-45,

together with the right of ingress to and egress therefrom, etc.

Instrument recites that the grantee will bury all pipes laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.

---No. 26---

TEN YEAR SEARCH:

Unless shown, there are no judgments affecting real estate herein against the following names:

Luke H. Brunsting.

LIS PENDENS:

No actions pending against the real estate herein.

---No. 27---

REAL TAXES:

1968 and prior years paid.
1969: One-half paid, balance due $462.82.

PERSONAL TAXES:

None delinquent and none unpaid including year 1969 against Luke H. Brunsting.

I hereby certify that this certificate is executed by a member of the IOWA LAND TITLE ASSOCIATION and the AMERICAN LAND TITLE ASSOCIATION.

Allen F. Buchanan

Secretary
Iowa Land Title Association

STATE OF IOWA
SIOUX COUNTY } ss.

THE UNDERSIGNED HEREBY CERTIFIES That the foregoing abstract consisting of sheets, and entries numbered from 1 to 27 inclusive, is a correct abstract of title of everything in the records of said county affecting the title to the following described real estate, to wit:

The NW Frl.¼, except the North 542.5 feet of the West 660 feet thereof, of Section 2, Township 96, Range 45, subject to Pipeline Easement recorded in Book 68 Page 591 and public highways

from Government at o'clock M.

to August 26, 1970 at 8:00 o'clock A. M.;

including searches for conveyances; deeds; contracts; mortgages; releases; claims entered in the claimant's book; marginal notations and extension of mortgages; old age assistance liens; transcripts of bankruptcy proceedings; notices of federal liens; state income tax liens; sales tax liens;

(See mortgage certificate on back hereof)

Probate proceedings; mechanics' liens; unsatisfied judgments; attachments; transcripts of judgments from United States and State Courts; suits brought and notices filed by persons claiming distributive shares in said real estate; suits entered in Lis Pendens index;

Due; delinquent and suspended taxes; tax sales; personal taxes; special assessments;

Resolutions of necessity; institutional liens created by Section 230:25 and Chapters 223 and 230 of the 1962 Code of Iowa; as against

Luke H. Brunsting.
(Includes Institutional Lien Search against spouse)

That all instruments are properly acknowledged and contain no conditions, limitations, recitals or unusual covenants except as shown herein.

Dated at Orange City, Iowa, August 26, 1970, at 8:00 o'clock A. M.

SIOUX ABSTRACT COMPANY, INC.

By Wayland C. Breese, Manager

Copyright by Iowa Land Title Association

NET WORTH STATEMENT

Annuities	$ 62,235
Bank Accounts	15,152
Bonds MUNICIPAL	89,500
Brokerage accounts	218,800
Certificates of Deposit	22,000
~~Credit Union Accounts~~	—
~~General Partnership Interests~~	—
IRA/Pension Proceeds	62,600
~~Lease Agreements~~	—
Life Insurance Proceeds	70,000
Limited Partnership Interests	—
Money Market Accounts	—
Mutual Funds	7,956
Oil, Gas & Mineral Interests	—
Personal Property INCLUDING FOR	121,000
Promissory Notes	—
Real Estate	594,000
Sole Proprietorship Interests	—
Stocks	145,600
U.S. Savings Bonds	75,000
Liabilities	$ 0

IT IS VERY IMPORTANT THAT YOU COMPLETE THIS SECTION SO THAT WE ARE BETTER ABLE TO MAKE AVAILABLE TO YOU THE APPROPRIATE FUNDING LETTER FORMS

Approximate value of estate $ 1,426,395 + 70,000 = 1,496,395

FOR PREPARATION OF THE Brunsting Family LIVING TRUST
PLEASE SEND THE FOLLOWING INFORMATION WITHIN 7 DAYS:

(Use the blanks provided OR use the blanks on the back of this sheet)

_____ Date of marriage _____

_____ Name(s) and date(s) of birth of child(ren) (on back)

_____ Names of guardian(s) and successor guardian(s) for minor child(ren) (on back)

_____ Names of successor trustees (on back)

_____ Name, address and telephone number of **first alternate** health care agent (on back)

_____ Name, address and telephone number of **second alternate** health care agent (on back)

_____ Husband's social security number _____

_____ Wife's social security number _____

✓ Copy of deed(s) to real estate in Texas owned by you Home.

_____ Copy of note(s) and deed(s) of trust for real estate in Texas financed by you, along with present outstanding balance which you are owed

_____ Copy of legal description(s) for mineral interest(s) in Texas

✓ Iowa Deed

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and

WHEREAS, ELMER H. BRUNSTING, died on April 1, 2009. The Brunsting Family Living Trust authorized the creation of subsequent subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST. The full legal names of the said subtrusts are:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

WHEREAS, the said NELVA E. BRUNSTING is desirous of exercising her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical

information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the said Brunsting Family Living Trust dated October 10, 1996, as amended.

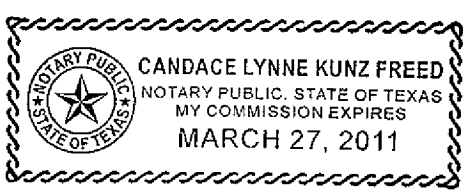
All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

WITNESS MY HAND on Aug. 25th, 2010.

Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on Aug. 25th, 2010, by NELVA E. BRUNSTING, as Founder and Original Trustee.



Candace Lynne Kunz Freed
Notary Public, State of Texas

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

   An acceptable abbreviation for account titling is as follows:

   NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated August 25, 2010, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

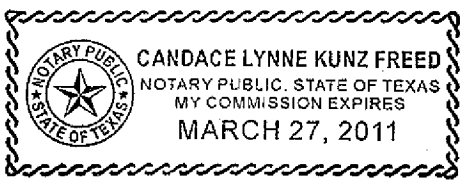
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

Candace Kunz-Freed

Notary Public, State of Texas



CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   > ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING, died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

   > NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

4. Pursuant to that certain Appointment of Successor Trustees dated August 25, 2010, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

   If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

Candace L Kunz-Freed

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**. For purposes of asset allocation, transfer of property into the Survivor's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Survivor's Trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 481-30-4685. The Trust still qualifies as a grantor trust and a separate tax identification number is not required.

   An acceptable abbreviation for account titling is as follows:

   NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated August 25, 2010, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

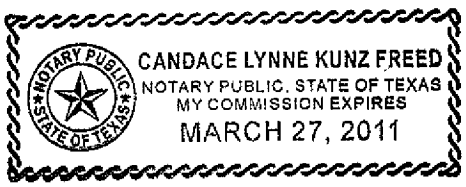
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

Candace A Kunz Reed

Notary Public, State of Texas



CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**. For purposes of asset allocation, transfer of property into the Survivor's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Survivor's Trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 481-30-4685. The Trust still qualifies as a grantor trust and a separate tax identification number is not required.

   An acceptable abbreviation for account titling is as follows:

   NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their power over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

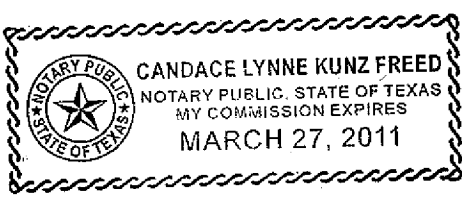
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

Candace Lynne Kunz-Freed

Notary Public, State of Texas



CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

   An acceptable abbreviation for account titling is as follows:

   NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their power over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

Candace K Kunz-Freed

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   > ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING, died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

   > NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   > CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Candace L Kunz-Freed

Notary Public, State of Texas

INFORMATION CONCERNING THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you

or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

Signed on February 24, 2010, to confirm that I received this disclosure statement prior to execution of my Medical Power of Attorney and that I have read and understand it.

Nelva E. Brunsting

NELVA E. BRUNSTING

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **CAROL A. BRUNSTING**, who resides at 5822 Jason, Houston, Texas 77074, and whose phone number is (713) 560-6381 (cell), as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following person to serve as my agent to make health care decisions for me as authorized by this document:

A. First Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 (home) or (713) 522-2778 (work)

B. Second Alternate Agent

ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732 (home) or (361) 550-7132 (cell)

C. Third Alternate Agent

AMY RUTH TSCHIRHART
2582 Country Ledge
New Braunsfels, Texas 78132
(830) 625-8352 (home) or (830) 823-2388 (cell)

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

Leticia Meador

Signature of First Witness

Date: February 24, 2010

Leticia Meador
14800 St. Mary's Ln., Suite 230
Houston, TX 77079

Address of First Witness

Michelle Wolf

Signature of Second Witness

Date: February 24, 2010

Michelle Wolf
14800 St. Mary's Ln., Suite 230
Houston, TX 77079

Address of Second Witness

Restatement per CED

1 Amendment

TRUST REVIEW MEETING

Signing Date & Time	
Wed 1/12/05	10:00 am
Fee: $200	
w/ AEV CED	

Client Name: Elmer & Nelva Brunsting

Date: 12/22/04 9:00 AM **Estate Size:** 2MM

IRA 140K Trust

43 Elmira

23K Nelva

4,10

3rd **AMENDMENT** (restatement?) ✓ **Tune-up**

✓ **Trustee Change:** X **POW** X **POA**

1) Carl + Amy — Co-Trees

if one dies then replaced by Candace, if she can't then

✓ **Distribution Change:**

Held in Trust Cunningham

30/40 for grandkids

9/29/21; 10/8/26

LT - 10/10/96

1st - 4/30/99 (6,10,11)

2nd - 6/5/01 (5,9,12)

13630 Pinerock 77079

7/464-4396

_____ Specific Distribution:

_____

_____

_____

_____ HEALTH CARE DOCUMENTS:

1ST Agent: _____

_____

_____

_____

2nd Agent: _____

_____

_____

_____

_____ Recording HS Deed

_____ Apply for HS Exemption

Additional Documents: _____

_____

NOTES: _____

_____

_____

_____

_____

ANY NEW PRC ERTIES SINCE YOU DID Y UR TRUST?

FUNDING: bottom line in Trust

Real Estate HS + Iowa farm

Tax-deferred Assets Si / Tr

✓ Bank & Brokerage Accounts (IRA's)

Safe Deposit Box (will ck & do CT or CO-O)

✓ Life Insurance

✓ Stocks and Bonds

X Oil & Gas Interests

ISA Title

Motor Vehicles

X Credit Union Accounts (de minimus)

X Sole Proprietorship Assets

X Partnership Interests

X Promissory Notes & Mortgages

NOTES: ✓ CD

AMENDMENT CHECKLIST

- ❑ **New Child**
  choose I and X (or VIII if single)
- ❑ **Disown Child**
  choose I and XIII (or XI if single)
- ❑ **Change Trustees**
  choose IV
- ❑ **Add Section D in Article V**
  choose V
- ❑ **Add Section C in Article VI**
  choose VI
- ❑ **Remove or Add Survivor's Trust Priority Clause (circle one)**
  choose VII
- ❑ **Add QTIP or Remove Q4 or Remove QDOT (circle one)**
  choose VIIIa (if there is an VIII without an "a", it is the same as with an "a")
- ❑ **Add QDOT**
  choose VIIIb
- ❑ **Blended Family-remove limited power of appt. from QTIP**
  choose VIIIc
- ❑ **Add disclaimer language to Article IX**
  choose IX
- ❑ **Blended Family-take out limited power of appointment in DT**
  choose IXd
- ❑ **Change Distribution or add or remove specific distribution**
  choose X (or VIII if single)
- ❑ **Add Section E to Article XI**
  choose XI
- ❑ **Amend Section M in Article XII**
  choose XII

RECEIPT OF ORIGINAL DOCUMENTS

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, hereby acknowledge receipt of the following original estate planning documents from The Vacek Law Firm, PLLC.

- The Restatement of the BRUNSTING FAMILY LIVING TRUST
- Pour-Over Will - Husband
- Pour-Over Will - Wife
- Durable Special Power of Attorney - Husband
- Durable Special Power of Attorney - Wife
- Medical Power of Attorney - Husband
- Medical Power of Attorney - Wife
- Directive to Physicians (Living Will) - Husband
- Directive to Physicians (Living Will) - Wife
- Authorization for Release of Protected Health Information - Husband
- Authorization for Release of Protected Health Information - Wife
- Affidavit of Trust
- Transfer & Contribution Agreement
- Certificate of Trust
- Other _____

_____

_____

DATE: January 12, 2005

ELMER H. BRUNSTING

NELVA E. BRUNSTING

Certificate of Trust

The undersigned Founders hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Founders and initial Trustees on October 10, 1996.

   The Restatement, dated January 12, 2005, hereby replaces and supersedes our original trust agreement and all prior amendments.

   Either Founder while acting as Trustee may conduct business on behalf of the trust without the consent of any other Trustee. The full legal name of our trust for purposes of transferring assets into the trust, holding title of 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.

2. Should either original Trustee fail or cease to serve as Trustee by reason of death, disability or for any reason, the remaining original Trustee will continue to serve alone.

3. If both of the original Trustees fail or cease to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Co-Trustees:

   CARL HENRY BRUNSTING and AMY RUTH TSCHIRHART

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

   On January 12, 2005, the said BRUNSTING FAMILY LIVING TRUST was restated and amended naming the above said successor Trustees.

4. The Trustee(s) under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee(s) are fully set forth in Article Twelve of the trust agreement.

5. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over trust property.

6. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on January 12, 2005.

Elmer H. Brunsting
ELMER H. BRUNSTING,
Founder and Trustee

Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Trustee

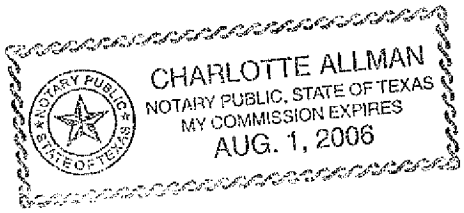
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on January 12, 2005, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Witness my hand and official seal.

Charlotte Allman

Notary Public, State of Texas



APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended, (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and,

WHEREAS, ELMER H. BRUNSTING is no longer able to manage his financial affairs, as is evidenced by the physicians' letters attached. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone

WHEREAS, the said NELVA E. BRUNSTING is desirous of her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other

personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next

successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

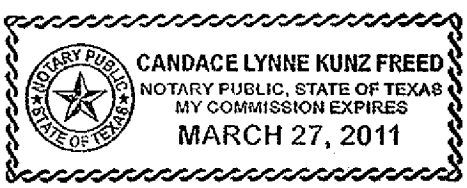
WITNESS MY HAND on July 1, 2008.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on July 1, 2008 NELVA E. BRUNSTING, as Founder and Original Trustee.



Candace Lynne Kunz Freed

Notary Public, State of Texas

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING is no longer able to manage his financial affairs, as is evidenced by the physicians' letters attached. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

4. If the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on July 1, 2008.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

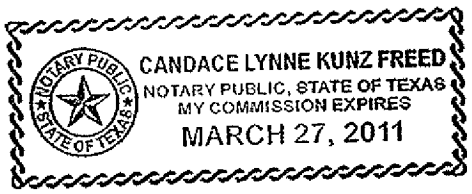
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on July 1, 2008, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

Candace Lynne Kunz Freed

Notary Public, State of Texas



Rosewood Family Physicians I, PLLC

2405 South Gessner, Suite B
Houston, Tx 77063
Ph: 713-266-7673 Fax: 713-266-4744

Max Butler, M.D. William Davis, M.D. Thien Nguyen, D.O.
Robert White, M.D. Chanda Kewalramani, M.D.

June 6, 2008

Re: Elmer Brunsting
DOB: 9/29/1971

To Whom It May Concern:

I have been Mr. Brunsting's family physician for forty years and see him on a regular basis. In recent months, he has demonstrated progressive dementia with prolonged periods of confusion. It is my opinion that he is no longer able to manage his finances and should not make financial decisions. I have discussed this with Mrs. Brunsting and she is in agreement.

Please contact our office with any questions.

Thank you,

Robert E. White, MD
rw:jg

MEMORIAL NEUROLOGICAL ASSOCIATION

William H. Fleming, III, M.D.
Nelson A. Berrios, M.D.
Herbert P. Edmundson, Jr., M.D., Ph.D.
Daalon B. Echols, M.D.
Barbara P. Uzzell, Ph.D.

7777 Southwest Freeway, Suite 900
Houston, TX 77074
(713) 772-4600
Facsimile (713) 772-2210
http://memorialneurological.com

Medical Neurology
Electromyography
Electroencephalogram
Evoked Potential
Duplex Neurosonology
Neuroimaging
IDD Therapy
Neuropsychology

June 10, 2008

Re: Elmer Brunsting

To Whom It May Concern:

Mr. Brunsting is under my care for a neurological illness.

Because of this neurologic illness, he is unable to handle his own affairs.

If further information is needed, please feel free to contact me.

Sincerely,

William H. Fleming, III, M.D.
(Dictated but not read)

WHF:brm
DD: 6/10/08
DT: 06/19/08

Copy for your records

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

August 13, 2001

Harris County Appraisal District
P. O. Box 922012
Houston, Texas 77292-2012

Gentlemen:

Enclosed please find an Application for Residential Homestead Exemption for Harris County in the name of Elmer H. Brunsting, Trustee, of the Brunsting Family Living Trust dated October 10, 1996 along with the following attachments:

1. Statement regarding the trust and copy of the appropriate trust provisions;
2. Copy of recorded deed; and
3. Proof of age

Mr. and Mrs. Brunsting have a living trust and the title of their homestead has been transferred to the Brunsting Family Living Trust. They are the owners of the home located at 13630 Pinerock; therefore, they are requesting that you reinstate their previous school tax freeze for the over-65 exemption status.

If you have any questions, please contact our office.

Very truly yours,

Albert E. Vacek, Jr.

AEV/cra
Enclosures

cc: Mr. and Mrs. Elmer H. Brunsting

Harris County Appraisal District

Form 11.13 (9/00)

Applicatio. for Residential Homestead Exemption

Account Number:

Tax Year: 2001

INSTRUCTIONS FOR COMPLETING THIS FORM ARE ON THE BACK OF THE FORM. Return to Harris County Appraisal District, P. O. Box 922012, Houston, Texas 77292-2012. The district is located at 2800 North Loop West, Houston, TX 77092. For questions, call (713) 957-7800.

Step 1: Owner's Name and Address (attach sheets if needed)

Owner's Name (person completing application): Elmer H. Brunsting, Tlee of the Brunsting Family Living Trust dtd 10/10/96

Current Mailing Address (number and street): 13630 Pinerock

City, State, ZIP Code: Houston, TX 77079

Phone (area code and number): (713) 464-4391

Driver's License, Personal ID Certificate, or Social Security Number: SS 282-32-8905

Birth Date: 09/29/21

Percent Ownership in Property: 100%

Date you first occupied the home: 06/67

Other Owner's Name(s) (if any): N/A

Other Owner's Percent Ownership:

Step 2: Describe your Property

Street Address if different from above, or legal description if no street address; include property account number, if available (optional):

MOBILE HOMES – Give make, model and identification number:

Attach a copy of document of title from the Texas Department of Housing and Community Affairs if home is 8' by 40' or larger and document has not been cancelled, or attach a verified copy of the purchase contract that shows you are the owner of the mobile home.

Optional: Number of acres used for residential purposes (yard, garden, garage, etc.): _____ acres

Step 3: Check Exemptions that apply to you

☒ **GENERAL RESIDENTIAL EXEMPTION:** You qualify for this exemption if (1) you owned this property on January 1; (2) you occupied it as your principal residence on January 1; and (3) you or your spouse have not claimed a residence homestead exemption on any other property. *If applying for an Over-65 Exemption or as an Over-55 Surviving Spouse, attach proof of your age (copy of driver's license, DPS identification card, birth certificate).*

☒ **OVER-65 EXEMPTION:** You qualify for this exemption if you are 65 years of age or older. This exemption also includes a school tax limitation, or ceiling. You can't claim a disability exemption if you claim this exemption. You must apply within one year of the date you acquired the home, if you were 65 or older when you acquired and occupied the home as your principal residence, or within one year of the date of your 65th birthday, if you already owned the home and turned 65 after January 1. *Attach proof of age.*
Please check if you will transfer a tax ceiling from your last home. ☐ Yes ☐ No

☐ **DISABILITY EXEMPTION:** You qualify for this exemption if you qualify for the general homestead exemption and on January 1 you were under a disability for the purposes of payment of disability benefits under the Federal Old Age, Survivor's and Disability Insurance Act OR you met the definition of disabled in that Act. You can't claim an over-65 exemption if you claim this exemption. This exemption does NOT include a school tax limitation. *(see instructions)*

☐ **OVER-55 SURVIVING SPOUSE OF A PERSON WHO RECEIVED THE OVER-65 EXEMPTION:** You qualify for an extension of the over-65 exemptions and the school tax limitation if (1) you were 55 years of age or older on the date your spouse died and (2) your deceased spouse was receiving the over-65 exemptions on this residence homestead or would have applied and qualified for the exemptions in the year of the spouse's death. **NOTE: You will not receive the school tax limitation unless your spouse died on or after December 1, 1987.** *Attach proof of age and copy of death certificate.*

Deceased Spouse's Name | Date of Death

Step 4: Answer if applies

COOPERATIVE HOUSING RESIDENTS: Do you have an exclusive right to occupy this unit because you own stock in a cooperative housing corporation? ☐ Yes ☐ No

Step 5: Check if late

☐ Application for homestead exemption for prior tax year _____

NOTE: You must have met all of the qualifications checked above to receive the prior year tax exemption.

Step 6: Sign and date the application

By signing this application, you state that you are qualified for the exemptions checked above. You state that the facts in this application are true and correct. You also state that you do not claim an exemption on another residence homestead. You must notify the chief appraiser if and when your right to the exemptions ends. You swear or affirm that you have read and understand the penalty for filing a false statement.

Sign Here ▶ ~~Authorized~~ Signature: Elmer H. Brunsting Date: 8/13/01

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

HOME02 REVOB 09-13-00 PJC, CSH

V&F 000804

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

Attached please find the trust provisions which show the creation of the trust and that the trust is qualified to own the homestead and retain the homestead exemption per Section 11.13 of the Texas Property Tax Code, along with copies of the signature pages from the original trust document.

THE BRUNSTING FAMILY LIVING TRUST

Article I

The Founding of Our Family Living Trust

Section A. Our Declaration of Trust

This trust declaration is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas. We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Our trust may also be known as:

> ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals or entities will serve as Trustee in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

A successor Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death or disability. Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

FIRST AMENDMENT TO THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996, hereby amend the said Trust, as follows, to-wit:

1. Article VI of the said Trust entitled "For So Long As We Both Shall Live" is hereby amended so that from henceforth Article VI shall include Section D entitled "Residence Homestead" as set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article X of the said Trust entitled "Upon the Death of the Survivor of Us" is hereby amended so that from henceforth Article X is replaced in its entirety with the Article X set forth in Exhibit "B" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

3. Article XI of the said Trust entitled "Protection of Beneficial Interests" is hereby amended so that from henceforth Article XI shall include Section E entitled "Application to Founders" as set forth in Exhibit "C" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

4. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

5. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS THIS the 30th day of April, 1999.

Elmer H Brunsting

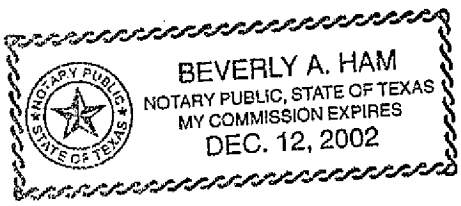
ELMER H. BRUNSTING,
Founder and Trustee

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 30th day of April, 1999 by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.



Notary Public, State of Texas

EXHIBIT "A"

Article VI

For So Long As We Both Shall Live

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.

V&F 000811

Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: October 10, 1996

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

COUNTY OF HARRIS

On October 10, 1996, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Shannon E. Sweeney
Notary Public, State of Texas

SHANNON E. SWEENEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 25, 1998

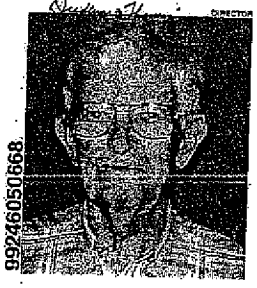
TEXAS

DEPARTMENT OF PUBLIC SAFETY
DRIVER LICENSE

CLASS: C DL: 03911861
DOB: 09-29-21 HT: 6-02
EXPIRES: 09-29-03 EYES: BLU
REST: A SEX: M
END:

BRUNSTING,ELMER HENRY
13630 PINEROCK
HOUSTON TX 77079

Elmer H. Brunsting



99246050668

V131068

06/25/01 101599135 V131068 $13.00

GENERAL WARRANTY DEED

Date: October 10, 1996

Grantors: ELMER H. BRUNSTING and NELVA E. BRUNSTING

Grantors' Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Grantees: ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantees' Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Consideration:

The sum of TEN ($10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate and sufficient consideration, cash, paid to the Grantors, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Grantors' undivided interests in and to that certain tract and parcel of real property, together with all improvements located and situated thereon, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, reservations, and other instruments of record.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' successors and assigns against every

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
RONALD P. CHIN
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

July 1, 2008

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

STATEMENT

Legal Fee for preparing the Certificate of Trust and Appointment of Successor Trustee in connection with the BRUNSTING FAMILY LIVING TRUST.

TOTAL DUE: **$250.00**

Thank you!

~~typed~~
client to mail check still owes the above
7/1/08
CLF

Paid

June 11th @ 2pm

OUT ONE

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~~ ANITA

CARL HENRY BRUNSTING and ~~CANDACE LOUISE CURTIS~~ ANITA shall each have the authority to appoint his or her own successor Trustee by appointment in writing. ~~If neither~~

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.

↑ CANDACE LOUISE CURTIS SHALL SERVE AS SUCC. ~~CO~~ TEE.

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.

IF (1) (2)(3) cannot serve, ~~then~~ then

TRUST REVIEW MEETING

Signing Date & Time
JUNE 11, 2008 2PM W/CLF
Fee: 250.-
Paid: 0 Mail:

Client Name: BRUNSTING, ELMER & NELVA

Date: 06/04/2008 **Estate Size:** _____

IRA: Husband - _____ **Wife -** _____

ELMER NO LONGER HANDLE OWN FIN. AFF

✳ NEW COT → STATING 2 DOC'S LETTERS - CANNOT handle finan. affairs

AMENDMENT _____ **Tune-up** _____ **HIPAA only**

✓ **Trustee Change:** _____ **POW** _____ **POA**

AMEND ARTICLE 4

CARL HENRY BRUNSTING AND ANITA KAY RILEY AS CO TEE'S; EA W/ RIGHT TO NAME OWN SUCCESSOR. ONE CAN SERVE ALONE. IF NEITHER THEN CANDACE LOUISE CURTIS AS SUCC. TEE. IF NONE THEN FROST

_____ **Distribution Change:** ✳ SIG. BLOCK → NELVA BRUNSTING ONLY

_____ **PAT Amendment** **PAT Restatement** _____

Each beneficiary Trustee of Own Trust: _____ yes _____ no

Distribution of PAT: _____

Call Candace w/ any Q's. ext 131
CLF

_____ **Specific Distribution:**

_____

_____

_____ **Ultimate Distribution:**

_____

_____

_____ **HEALTH CARE DOCUMENTS:**

1ST Agent: _____

_____

_____

_____

2nd Agent: _____

_____

_____

_____

IRA TRUST:_____ yes _____ no

For whom? _____ husband _____ wife

Trustees upon disability of Trustor or spouse: _____

Each beneficiary Trustee of own trust? _____ yes _____ no

_____

_____

_____

_____

FUNDING:

Real Estate _____

Which property has NO MORTGAGE? _____

_____ Recording HS Deed

_____ Apply for HS Exemption

Tax-deferred Assets _____

_____ Bank & Brokerage Accounts

_____ Life Insurance

_____ Oil & Gas Interests

_____ Credit Union Accounts

_____ Partnership Interests

_____ CDs

_____ Safe Deposit Box

_____ Stocks and Bonds

_____ Motor Vehicles

_____ Sole Proprietorship Assets

_____ Promissory Notes & Mortgages

_____ Annuities

Additional Documents: _____

_____

NOTES:

_____

_____

_____

_____

_____

_____

_____

_____

Confidential Client Review Questionnaire

Please Complete and Bring to Your Appointment

For office use: Interview _____ Date:



Instructions:

1. Please Print. Please complete this questionnaire, even if you have previously completed a questionnaire for us, it will be helpful in updating your file.
2. If you are not sure about a question, please leave it blank. If you need more room, attach extra pages.
3. Please bring your existing estate planning documents with you.
4. If you are married, BOTH spouses must attend the first meeting. If for any reason, one spouse is unable to attend, please call in advance.

PART ONE: PERSONAL INFORMATION

Name Brunsting, Nelva Rensink (Per Driver's License) Date of Birth 10/8/26

Legal AKA (if any) _____ U.S. Citizen? (Y) or N
(AKA = also know as)

Employer _____ Work Phone (_____) _____

Are you retired? (Y) or N If not, when? _____

How is your health? Good Any major surgeries or problems in the last 10 years? (Y) or N

(Spouse's) Name Brunsting, Elmer Henry (Per Driver's License) Date of Birth 9/29/21

Legal AKA (if any) _____ U.S. Citizen? (Y) or N
(AKA = also know as)

Employer _____ Work Phone (_____) _____

Are you retired? (Y) or N If not, when? _____

How is your health? Physically Good (Dementia) Any major surgeries or problems in the last 10 years? (Y) or N

Home Address 13630 Pinerock

City Houston State Tx Zip 77079

County of Harris Home Phone (713) 464-4391

Home E-mail address elmernelva@sbcglobal.net Fax # (_____) _____

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Is this a new address or phone numb ? Y or N

Children and Family

Full Name	*Sex*	*DOB*	*Parent (circle)*	*Number of Children*
1. Candace Louise Curtis	M (F)	3/12/53	(Ours) His Hers	2

Address 1215 Ulfinian Way, Martinez, CA 94553

Home Phone (925) 229-3849 E-mail:

Are you concerned with this child's ability to manage money? Y or (N)

2. Carol Ann Brunsting M (F) / / Ours His Hers

Address 5822 Jason Houston, Tx 77074

Cell
~~Home~~ Phone (713) 560-6381 E-mail: cbrunsting@sbcglobal.net

Are you concerned with this child's ability to manage money? Y or (N)

3. Carl Henry Brunsting (M) F / / (Ours) His Hers 1

Address 5629 Flack

Home Phone (713) 778-0137 E-mail: cbarch@sbcglobal.net

Are you concerned with this child's ability to manage money? Y or (N)

4. Amy Ruth Tschirhart M (F) 10/71 (Ours) His Hers 2

Address ~~Amy Ruth Tschirhart~~ 2582 Country Ledge New Braunfels, Tx 78132

Home Phone (830) 625-8352 E-mail: athome3@att.net

Are you concerned with this child's ability to manage money? Y or (N)

5. Anita Kay Brunsting M (F) 8/71 (Ours) His Hers 2

Address 203 Bloomingdale Cir., Victoria, Tx 77904

Home Phone (361) 576-5732 E-mail: Anitabrunsting@victoriacollege.edu

Are you concerned with this child's ability to manage money? Y or (N)

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Do you have any deceased children (Y) or N If yes, did they leave surviving children? Y or N

Do any of your children have stepchildren? Y or (N)

Age of grandchildren: Youngest 8 yr. Oldest 29 yrs.

Any children or grandchildren that were born out of wedlock? Y or (N)

Do any of your children or grandchildren have major medical problems? Y or (N)

Has anything major changed since the creation of your trust? (Y) or N If yes, please explain

Anita and Amy divorced.

Have you signed new health care documents after January 1, 1992? Y or N

Do your children or trustees have a living trust? Y or (N)

Provide the address & phone number of your successor trustee(s):

Carl H. Brunsting,
5629 Flack Dr, Houston, Tx 77081
Candace Curtis, 1215 Villinian Way, Martinez, CA 94553

Any questions you would like answered?

Is there an end to the trustee's duties.
Change Anita's name back to Brunsting

PART TWO: FINANCIAL INFORMATION

Instructions:

1. Please take a moment to update us on your current assets.

2. Account balances will vary, so please just list the approximate balance of each account.

3. Watch for REMINDERS regarding papers we would like you to bring in.

Amounts in Banks, Savings & Loans and Credit Unions - Not in an IRA

(Please list IRA and other retirement accounts separately on page 7)

	Name of Institution	*Type of Account* (Checking, Savings, CD)	*Approximate Balance*
1.	BANK of AMERICA	Checking	$ 13,000 +
2.			$
3.			$
4.			$
5.			$
6.			$

Total Value: $

Stocks or Bonds — Not in a Brokerage Account

(Certificates you actually hold; please list Mutual Funds on page 5)

	Name of Stock	*Number of Shares*	*Total Market Value*
1.	John Deere	259.77	$ 30,653
2.			$
3.			$
4.			$

Total Value: $

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Mutual Funds And/Or Brokerage Accounts — Not in an IRA

(Please list IRA and other retirement accounts separately on page 7)

	Name of Firm or Fund	*Total Market Value*
1.	Edward Jones	$ 524,523.85 Jan 07
2.		$
3.		$
4.		$
5.		$
6.		$
		Total Value: $

Would you be willing to sell any of the above stocks or mutual funds if you could avoid capital gain taxes? Y or N

Promissory Notes & Trust Deeds Owed To You

(Where someone is paying you on a note)

REMINDER: If secured, please bring the original or a copy of the recorded Trust Deed ("T.D.")

	Name of Debtor	*Secured by T.D.?*	*Due Date*	*Original Amount*	*Balance*
1.		Y or N			$
2.		Y or N			$
3.		Y or N			$
4.		Y or N			$
				Total Value:	$

Do any of your children owe you money? Y or N Who and how much?

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Real Estate

REMINDER: Please bring both the GRANT DEED and a recent PROPERTY TAX BILL for each property.

	Property Address	*Original Cost*	*Current Value*	*Debt or Mortgage*	*Net Value*
1.	13630 Pinevock	$	$	$ —	$
2.		$	$	$	$
3.		$	$	$	$
4.		$	$	$	$
5.		$	$	$	$
6.		$	$	$	$
7.		$	$	$	$

Total Net Value: $_____

Are you planning on selling any real estate soon? Y or (N)

Are any properties owned with someone other than your spouse? Y or (N)

Do any of your children (or other relatives) reside on any of your properties? Y or (N)

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IRA Accounts and Other Retirement Plans

	Custodian of Account (Bank, Broker, Employer)	*Type* (IRA, 401K, TSA, etc.)	*Beneficiary of Account*	*Approximate Value*
1.	Edw. Jones	IRA (Elmer)	Spouse	$ 39,808.02
2.	Edw. Jones	IRA (Nelva)	Spouse	$ 28,857.22
3.				$
4.				$
5.				$
			Total Value:	$ 68,665.24

Life Insurance

	Insured Person	*Company*	*Does it have Cash Value? (Estimated Amount)*	*Death Benefit*
1.	Elmer	Met Life	$	$ 9141.
2.	"	VA Insurance	$ 8338	$ 10,000
3.	"	Ohio St.	$	$ 9000
4.	"	Ohio St. ~~Metropolitan Life~~	$	$ 6000
	"			9141 -
			Total Value:	$

Annuities

	Name of Insurance Company	*Owner*	*Beneficiary*	*Total Value*
1.	~~Minnesota Life~~	~~Elmer~~	~~Spouse~~	$
2.	~~John Hancock~~	~~Elmer~~	~~Spouse~~	$
3.				$

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Tot Value: $_____

Limited or General Partnerships

Name of Partnership	*In Trust?*	*Limited or General Partnership?*	*Total Market Value*
1. _____	Y or N	_____	$_____
2. _____	Y or N	_____	$_____
3. _____	Y or N	_____	$_____

Total Value: $_____

Do you have current major medical problems? Y or (N)

Have you had any major medical surgeries? (Y) or N

2 Knee Replacements

Does your spouse have current major medical problems (Y) or N

Dementia

Has your spouse had any major surgeries? (Y) or N

Stent in artery, Pacemaker, 2 hernia surgeries

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Other Assets

1. Are you expecting any inheritances soon? Y or (N) If yes, from whom and approximate amount:

_____

2. If you own a business, its name: _____

Is it a corporation? Y or N Percentage owned by you: _____ %

Do you have a Buy-Sell Agreement? Y or N Total Value of Business: $ _____

Has your business been transferred or assigned to the trust Y or N

3. Do you own any unusually valuable personal items? i.e., jewelry, collections, etc. (Please list)

_____

_____

4. Any other assets not yet mentioned?

Spouse has 140 acres farm land in Iowa.

_____

_____

_____

Please provide us with the names of friends and relatives who you think would enjoy receiving our newsletter:

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Please provide us with the name of the group that would like to hear a free Living Trust Seminar:

Contact Person: _____ Group & Phone #: _____

Contact Person: _____ Group & Phone #: _____

Thank you for completing the Questionnaire!

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THE VACEK LAW FIRM, PLLC

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

Name: Brunstrig, Nelva E. Date: 11/08/2007

For Legal Services Rendered, as follows:

D.S.P.O.A.

Med POA

Total Fee: $ 200

Paid: -0-

Balance: $ 200

Pd. 11/08/07
check
#5707

By: Candace K Vacek-Treas
The Vacek Law Firm, PLLC

Certificate of Trust

The undersigned Founders hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Founders and initial Trustees. Either Founder while acting as Trustee may conduct business on behalf of the trust without the consent of any other Trustee. The full legal name of our trust for purposes of transferring assets into the trust, holding title of 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.

2. Should either original Trustee fail or cease to serve as Trustee by reason of death, disability or for any reason, the remaining original Trustee will continue to serve alone.

3. If both of the original Trustees fail or cease to serve as Trustee by reason of death, disability or for any reason, 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.

   On September 6, 2007, the said trust and the restatement of the said trust was amended naming the above said Trustees.

4. The Trustee(s) under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee(s) are fully set forth in Article Twelve of the trust agreement.

5. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over trust property.

6. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on September 6, 2007.

Elmer H. Brunsting
ELMER H. BRUNSTING,
Founder and Trustee

Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on September 6, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Witness my hand and official seal.

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

CHECKLIST

Client Name: Brunsting Attorney: CLF

Data taken by: CLF Seminar Location, Date & Title: _____

Documents Drafted by: GMK Date: 08-21-07 Reviewed by: _____

_____ Original Estate Plan Signing Date

Y N Verified #3 or #4s appt. on calendar

_____ Number of Deeds prepared
Recorded deeds: _____

_____ Date Pre-closing ltr sent to client

By whom: _____

CLF Notary at closing

11-08 Date File Closed

By whom: SRS

_____ Date HC Docs. sent to DocuBank
By whom: _____

Y N Scanned and sent to storage

By whom: _____

_____ Review Meeting Date

Y N Need to prepare Amendment

Y N Need to prepare Restate

_____ Number of previous Amend.

1st Amendment Type _____ 3rd Amendment Type _____

FOR ATTORNEY USE ONLY

Total Estate size: 2 million
Total of client's IRA $ 70

LIVING TRUST	(Y)	N
IRA TRUST	Y	(N)
PAT	Y	N
GSTT Planning	Y	N
SNT	Y	N
HIPAA	Y	N
FLP	Y	N
ILIT	Y	N
HERITAGE TRUSTS	Y	N
Blended Family	Y	N
MPA	Y	N
COMM. PROP. AGMT	Y	N

IMPORTANT INFORMATION:

Name of Financial Planner, if any:

_____

Referred to Rick Wheeler? Y N
Date of mtng w/RW: _____

Client's CPA:

_____

Date: 7/23/07 Location: _____

Aug 1st 9:30

Letter Sent 7/25

PLEASE TAKE A MOMENT TO COMPLETE THIS QUESTIONNAIRE NOW

(Please Print)

Name: Nelva Brunsting Spouse: Elmer

Address: 13630 Pinerock

City: Houston State: Tx. Zip: 77079

Home Phone: (713) 464-4391 Work Phone: (___) _____

Home Email: elmernelva@sbcglobal.net

Age Group: ☐ 40 to 49 ☐ 50 to 59 ☐ 60 to 69 ☑ 70 and over

Name of Company you work for or retired from: _____

How did you learn of our seminar?

☐ Client Newsletter ☑ Invitation ☐ Referred By _____ ☐ Other _____

Do you have a Living Trust? ☑ Yes ☐ No Prepared by Us? ☑ Yes ☐ No

Has your Trust been reviewed in the past 3 years? ☑ Yes ☐ No

Estimated Net Worth:

☐ Under $1.5 Million ☑ $1.5 - $3 Million ☐ Over $3 - $5 Million ☐ Over $5 Million

☐ I would like to schedule a short version of this presentation for my club, church, organization, or company

Name of group: _____

☐ I know of someone who may also benefit from attending this seminar (We will call you for their address and send them an invitation).

I (we) would like to schedule a free consultation and we have an interest in:

1. ☐ **Setting Up A Living Trust**
2. ☑ **Estate Plan Review**
3. ☐ **IRA Inheritance Trust™**
4. ☐ **Overall financial checkup**
5. ☐ **Investment Review**
6. ☐ **IRA Rollover**

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The Vacek Law Firm
PLEASE TAKE A MOMENT TO COMPLETE

Taking care of your estate plan is just *one* step toward achieving financial security for you and your loved ones. Please take the quick "quiz" below. If you check any "No" boxes, you may need help with some *other* important planning areas where we can assist you.

Your Name: ~~Elmer~~ + Nelva Brunsting **Spouse's Name:** Elmer

Date: 8/16/07

	YES	NO
If you're not sure about any answer, check "No".		
1. Are you currently using tax credits to reduce your income taxes by up to $7,000 a year?	☐	☑
2. Do you know how to avoid paying income taxes on 85% of your Social Security?	☐	☑
3. Have you looked at strategies that can reduce your income taxes up to 90%, based on the type of your investments and which investment you spend first, second or third?	☐	☑
4. (Answer if you have any annuities). Do your annuities provide an extra death benefit that can help pay the income taxes on withdrawals by your spouse or other beneficiaries?	☐	☐
5. (Answer if you have any life insurance). Are you paying the lowest premium based on the new life expectancy tables?	☑	☐
6. (Answer if you have any life insurance). Would you like to stop paying the premiums?	☑	☐
7. Have you had a complete financial "checkup" of your stocks and mutual funds during the past 12 months?	☑	☐
8. Do you know the newest way to save for a child's or grandchild's education, income tax-free, access the money if you need it, and also avoid gift and estate taxes?	☑	☐
9. Do you have long term care insurance to cover potentially catastrophic nursing care costs?	☐	☑
10. Are you aware you can deposit $50,000 to $100,000, earn tax-free interest with a 100% money-back guarantee, and at the same time provide hundreds of thousands of dollars in long term care benefits if you ever need it?	☐	☑
11. Do you know how you can cashout real estate or stocks that have appreciated a lot, without paying federal or state tax on your capital gains?	☐	☑
12. Do you know where to put your "CD" money now and earn more interest than banks offer while also keeping your money "safe"?	☑	☐

PLEASE RETURN TO THE RECEPTIONIST

Client Name: Brunstring Date: 03/16/2006

FEES FOR AMENDMENTS TO ESTATE PLAN

- ☐ **Estate Plan "Tune-up" - $250**
  Includes latest changes in tax law, trust and estate law, and miscellaneous "fine tuning" of important provisions.
- ☐ **HIPAA Tune-up Package - $395 (married) - $250(single)**
  1. Amendment to Living Trust
  2. Medical Power of Attorney
  3. Authorization for Release of Protected Health Information
- ☑ **Trustee Change - $250**
  Includes:
  1. Amendment to Living Trust
  2. Amendment to Affidavit of Trust
  3. Amendment to Certificate of Trust
  4. New Diagram
- ☐ **Disinherit Child - $150**
  Redrafting of the following provisions:
  1. Family Identification
  2. Definitions
  3. Distribution
- ☐ **Add or Remove Beneficiaries - $150**
- ☐ **Distribution Change:**
  1. Percentage change and beneficiary change - $100
  2. Complex Distribution - $500
  3. Generation Skipping/Personal Asset Trust - $750
  4. Ultimate Distribution - $100
  5. Specific Distribution - $200
- ☐ **Restatement of Living Trust using the Personal Asset Trust - $1,500**
  (recommended for all trusts drafted prior to 2003)
- ☐ **Medical Documents - $50 per document, per person**
  1. Medical Power of Attorney
  2. Directive to Physicians
  3. Authorization for Release of Protected Health Information
  4. Identification Cards
- ☐ **Pour-over Wills and Powers of Attorney - $150** (each)
- ☐ **General Warranty Deed - $150** (each)
- ☐ **Homestead Exemption Application - $100**
- ☐ **Funding:**
  1. Complete funding book with step-by-step instructions - $250
  2. Individual Letters (5 or less) - $100
- ☐ **Other:**

_____

_____

Total Fee for Services to be Rendered: $_____ Initial: _____

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

Name: Brunsting, Nelva Date: 8/16/2007

For Legal Services Rendered, as follows:

$250 for Trustee change

Total Fee: $250.-

Paid: $250.-

Balance: 0

By: Candace A Klump Reed
The Vacek Law Firm, PLLC

Succ Tee's

1. Carl
2. Candace

ILIT → Anita Kay Reley (Bru changed)

NIPAN
WILL
D.G.P.O.A.
MED DOC's

1st CAREL
2nd CAROL
3rd candace

on Nelva's
D.G.P.O.A
$ 150

MED. P.O.A
CAROL
Carl
Candace

$ 50 $

Youngblut,

Discuss w/ SSV

Brunsting,

Elmer suffers dementia. She is getting doctor's letters. What do we need to do so
(1) she can amend for both of them
(2) should she redo her Med P.O.A.
(names Elmer first)
(1st alt is Carol B.)
(2nd Carl)

3. Needs new COT? YES!

4. D.S.P.O.A. for Elmer + Nelva
Each other 1ST (agent) change hers?
then Carl, Amy, Candace
↓
want
off

5. Can't change his Will for him.

(6). Elmers M&DPOA: she ~~Nelva~~ Carl ~~can't~~ change
to ~~take~~ ~~Amy~~ off his.
Elmers P.O.A. fine.
his D.P.O.A. has Amy. (after Carl)
his Will has Amy (after Carl)

TRUST REVIEW MEETING

Signing Date & Time
8/30 9:30
Fee: $250
Paid $250 Mail: ___

Client Name: Brunsting, N.

Date: 08/16/2007 **Estate Size:** 2million

IRA: Husband - 50K **Wife -** 30K

AMENDMENT ____ **Tune-up** ____ **HIPAA only**

✓ **Trustee Change:** ____ **POW** ____ **POA**

PUTTING CANDACE & CARL AS CO-TEE'S, OR ONE.
RT TO NAME SUCC TEE + FROST

✓ **Distribution Change:**

____ **PAT Amendment** **PAT Restatement** ____

Each beneficiary Trustee of Own Trust: ____ yes ____ no

Distribution of PAT: ____

---

* Gia - See Note Section for Name Change of Anita

_____ **Specific Distribution**:

_____

_____

_____ **Ultimate Distribution:**

_____

_____

_____ **HEALTH CARE DOCUMENTS:**

1ST Agent: CAROL

_____

_____

_____

2nd Agent: _____

_____

_____

_____

IRA TRUST:_____ yes _____ no

For whom? _____ husband _____ wife

Trustees upon disability of Trustor or spouse: _____

Each beneficiary Trustee of own trust? _____ yes _____ no

_____

_____

_____

_____

FUNDING:

Real Estate recorded HS

Which property has (NO) MORTGAGE? _____

_____ Recording HS Deed

_____ Apply for HS Exemption

Tax-deferred Assets _____

4 Bank & Brokerage Accounts

Trust as Bene Life Insurance

none Oil & Gas Interests

[Bluebonnet] Credit Union Accounts

N Partnership Interests

N CDs

1 B.O.A. Safe Deposit Box

Y in LT Stocks and Bonds

1 car - 2000 Buick Motor Vehicles

N Sole Proprietorship Assets

N Promissory Notes & Mortgages

N Annuities

Additional Documents: _____

NOTES:

Iowa > Property Believed in LT. client will check.

change name of Anita to ANITA BRUNSTING (WAS RILEY)

TRUST REVIEW MEETING

Signing Date & Time
_____
Fee: _____
w/ _____

Client Name: Elmer + Nelva

Date: 2/25/03 Estate Size: 1.9

70K AA

AMENDMENT

✓ **Tune-up** as needed

✓ **Trustee Change:** ____ **POW** ____ **POA**

____ **Distribution Change:**

→ 140 acres in Iowa

_____ Specific Distribution:

_____

_____

_____

_____ HEALTH CARE DOCUMENTS:

1ST Agent: _____

_____

_____

_____

2nd Agent: _____

_____

_____

_____

_____ Recording HS Deed

_____ Apply for HS Exemption

Additional Documents: _____

_____

NOTES: _____

_____

_____

_____

_____

FUNDING:

Real Estate _____

Tax-deferred Assets _____

_____ Bank & Brokerage Accounts

_____ Life Insurance

_____ Oil & Gas Interests

_____ Credit Union Accounts

_____ Partnership Interests

_____ Safe Deposit Box

_____ Stocks and Bonds

_____ Motor Vehicles

_____ Sole Proprietorship Assets

_____ Promissory Notes & Mortgages

NOTES:

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

August 13, 2001

Harris County Appraisal District
P. O. Box 922012
Houston, Texas 77292-2012

Gentlemen:

Enclosed please find an Application for Residential Homestead Exemption for Harris County in the name of Elmer H. Brunsting, Trustee, of the Brunsting Family Living Trust dated October 10, 1996 along with the following attachments:

1. Statement regarding the trust and copy of the appropriate trust provisions;
2. Copy of recorded deed; and
3. Proof of age

Mr. and Mrs. Brunsting have a living trust and the title of their homestead has been transferred to the Brunsting Family Living Trust. They are the owners of the home located at 13630 Pinerock; therefore, they are requesting that you reinstate their previous school tax freeze for the over-65 exemption status.

If you have any questions, please contact our office.

Very truly yours,

Albert E. Vacek, Jr.

AEV/cra
Enclosures

cc: Mr. and Mrs. Elmer H. Brunsting

Harris County Appraisal District

Form 11.13 (9/00)

Applicatic.. for Residential Homestead Exemption

Account Number:

Tax Year: 2001

INSTRUCTIONS FOR COMPLETING THIS FORM ARE ON THE BACK OF THE FORM. Return to Harris County Appraisal District, P. O. Box 922012, Houston, Texas 77292-2012. The district is located at 2800 North Loop West, Houston, TX 77092. For questions, call (713) 957-7800.

Step 1: Owner's Name and Address (attach sheets if needed)

Owner's Name (person completing application): Elmer H. Brunsting, Ttee of the Brunsting Family Living Trust dtd 10/10/96

Current Mailing Address (number and street): 13630 Pinerock

City, State, ZIP Code: Houston, TX 77079

Phone (area code and number): (713) 464-4391

Driver's License, Personal ID Certificate, or Social Security Number: SS 282-32-8905

Birth Date: 09/29/21

Percent Ownership in Property: 100%

Date you first occupied the home: 06/67

Other Owner's Name(s) (if any): N/A

Other Owner's Percent Ownership:

Step 2: Describe your Property

Street Address if different from above, or legal description if no street address; include property account number, if available (optional):

MOBILE HOMES – Give make, model and identification number:

Attach a copy of document of title from the Texas Department of Housing and Community Affairs if home is 8' by 40' or larger and document has not been cancelled, or attach a verified copy of the purchase contract that shows you are the owner of the mobile home.

Optional: Number of acres used for residential purposes (yard, garden, garage, etc.): _____ acres

Step 3: Check Exemptions that apply to you

☒ **GENERAL RESIDENTIAL EXEMPTION:** You qualify for this exemption if (1) you owned this property on January 1; (2) you occupied it as your principal residence on January 1; and (3) you or your spouse have not claimed a residence homestead exemption on any other property. *If applying for an Over-65 Exemption or as an Over-55 Surviving Spouse, attach proof of your age (copy of driver's license, DPS identification card, birth certificate).*

☒ **OVER-65 EXEMPTION:** You qualify for this exemption if you are 65 years of age or older. This exemption also includes a school tax limitation, or ceiling. You can't claim a disability exemption if you claim this exemption. You must apply within one year of the date you acquired the home, if you were 65 or older when you acquired and occupied the home as your principal residence, or within one year of the date of your 65th birthday, if you already owned the home and turned 65 after January 1. *Attach proof of age.*
Please check if you will transfer a tax ceiling from your last home. ☐ Yes ☐ No

☐ **DISABILITY EXEMPTION:** You qualify for this exemption if you qualify for the general homestead exemption and on January 1 you were under a disability for the purposes of payment of disability benefits under the Federal Old Age, Survivor's and Disability Insurance Act OR you met the definition of disabled in that Act. You can't claim an over-65 exemption if you claim this exemption. This exemption does NOT include a school tax limitation. *(see instructions)*

☐ **OVER-55 SURVIVING SPOUSE OF A PERSON WHO RECEIVED THE OVER-65 EXEMPTION:** You qualify for an extension of the over-65 exemptions and the school tax limitation if (1) you were 55 years of age or older on the date your spouse died and (2) your deceased spouse was receiving the over-65 exemptions on this residence homestead or would have applied and qualified for the exemptions in the year of the spouse's death. **NOTE: You will not receive the school tax limitation unless your spouse died on or after December 1, 1987.** *Attach proof of age and copy of death certificate.*

Deceased Spouse's Name | Date of Death

Step 4: Answer if applies

COOPERATIVE HOUSING RESIDENTS: Do you have an exclusive right to occupy this unit because you own stock in a cooperative housing corporation? ☐ Yes ☐ No

Step 5: Check if late

☐ Application for homestead exemption for prior tax year _____

NOTE: You must have met all of the qualifications checked above to receive the prior year tax exemption.

Step 6: Sign and date the application

By signing this application, you state that you are qualified for the exemptions checked above. You state that the facts in this application are true and correct. You also state that you do not claim an exemption on another residence homestead. You must notify the chief appraiser if and when your right to the exemptions ends. You swear or affirm that you have read and understand the penalty for filing a false statement.

Sign Here ▶ Authorized Signature: Elmer H. Brunsting — Date: 8/13/01

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

HOME02 REV08 09-13-00 PJC, CSH

V&F 000846

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

Attached please find the trust provisions which show the creation of the trust and that the trust is qualified to own the homestead and retain the homestead exemption per Section 11.13 of the Texas Property Tax Code, along with copies of the signature pages from the original trust document.

THE BRUNSTING FAMILY LIVING TRUST

Article I

The Founding of Our Family Living Trust

Section A. Our Declaration of Trust

This trust declaration is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas. We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Our trust may also be known as:

> ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals or entities will serve as Trustee in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

A successor Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death or disability. Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

FIRST AMENDMENT TO THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996, hereby amend the said Trust, as follows, to-wit:

1. Article VI of the said Trust entitled "For So Long As We Both Shall Live" is hereby amended so that from henceforth Article VI shall include Section D entitled "Residence Homestead" as set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article X of the said Trust entitled "Upon the Death of the Survivor of Us" is hereby amended so that from henceforth Article X is replaced in its entirety with the Article X set forth in Exhibit "B" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

3. Article XI of the said Trust entitled "Protection of Beneficial Interests" is hereby amended so that from henceforth Article XI shall include Section E entitled "Application to Founders" as set forth in Exhibit "C" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

4. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

5. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS THIS the 30th day of April, 1999.

Elmer H Brunsting

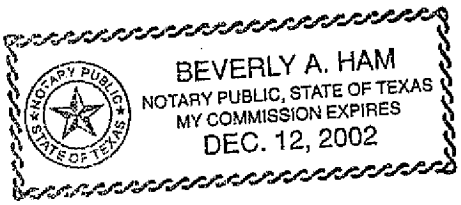
ELMER H. BRUNSTING,
Founder and Trustee

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 30th day of April, 1999 by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.



Beverly A. Ham
Notary Public, State of Texas

EXHIBIT "A"

Article VI

For So Long As We Both Shall Live

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.

V&F 000853

Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: October 10, 1996

Elmer H. Brunsting
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

THE STATE OF TEXAS

COUNTY OF HARRIS

On October 10, 1996, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Shannon E. Sweeney
Notary Public, State of Texas

SHANNON E. SWEENEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 25, 1998

TEXAS

DEPARTMENT OF PUBLIC SAFETY
DRIVER LICENSE

CLASS:C DL: 03911861
DOB: 09-29-21 HT: 6-02
EXPIRES: 09-29-03 EYES: BLU
REST: A SEX: M
END:

BRUNSTING,ELMER HENRY
13630 PINEROCK
HOUSTON TX 77079

Elmer H. Brunsting



99246050668

LT

V&F 000857

DEED CHECKLIST

CLIENT NAME Brunsteing

Mortgage on HS? ____ Yes or ✓ No

✓ Requested check(s) to county(ies) on 6-5-01

		County	Date sent	Date returned	Filing Fees
✓	Record HS deed to LT	Harris	6-21-01	7-9-01	13.00
____	Record other to LT				
____	Record HS deed to sub tr				
____	Record other to subtrust				

Fees Prepaid ✓ Yes or ____ No

Total Fees $13.00

____ Gather exemption app supporting docs

____ Make 2 copies of exemption app

____ Prepare cover letter to client

____ Mailed completed work to client on 8/13/01

____ Fill out exemption app and prepare cover letter to county

____ Mail exemption app to Harris County

Prepare handbill ____ Yes or ✓ No

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

August 13, 2001

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

Dear Mr. & Mrs. Brunsting:

Enclosed please find the following documents:

✓ Original recorded Warranty Deed(s) to be placed with your original estate planning documents for safekeeping.

✓ Hole-punched copies for your Estate Planning Portfolio.

____ Statement for recording fees we paid on your behalf to the County Clerk.

✓ Copy for your records of the homestead exemption application with attachments we submitted on your behalf to the county appraisal district.

____ Cover letter and homestead exemption application with attachments to be signed and mailed by you to the county appraisal district along with proof of age such as a copy of your driver's license or birth certificate.

If you have any questions in this matter, please feel free to contact Ms. Allman at (281) 531-5800 ext 106.

Yours very truly,

Albert E. Vacek, Jr.

AEV/cra
Enclosures

V131068

06/25/01 101599135 V131068 $13.00

GENERAL WARRANTY DEED

Date: October 10, 1996

Grantors: ELMER H. BRUNSTING and NELVA E. BRUNSTING

Grantors' Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Grantees: ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantees' Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Consideration:

The sum of TEN ($10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate and sufficient consideration, cash, paid to the Grantors, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Grantors' undivided interests in and to that certain tract and parcel of real property, together with all improvements located and situated thereon, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, reservations, and other instruments of record.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' successors and assigns against every

person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantors hereby reserve the rights afforded to the Grantors under the homestead exemption laws pursuant to Chapter 41 of the Texas Property Code and §11.13 of the Texas Tax Code.

When the context requires, singular nouns and pronouns include the plural.

Grantees assume all ad valorem taxes due on the property for the current year.

WITNESS OUR HANDS on October 10, 1996.

ELMER H. BRUNSTING

NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on October 10, 1996 by ELMER H. BRUNSTING and NELVA E. BRUNSTING.

Notary Public, State of Texas

SHANNON E. SWEENEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEB. 25, 1998

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

FILE FOR RECORD
8:00 AM

JUN 25 2001

County Clerk, Harris County, Texas

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUN 25 2001

COUNTY CLERK
HARRIS COUNTY, TEXAS

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

June 13, 2001

Harris County Clerk
Real Property Records
P.O. Box 1525
Houston, TX 77251-1525

To whom it may concern:

We have enclosed the following documents for recording along with check # 2903 to cover the filing fees:

General Warranty Deeds

If you have any questions in this matter, please feel free to contact our office.

Very truly yours,

Albert E. Vacek, Jr.

Albert E. Vacek, Jr.

Enclosures

© 1994 - 2000 INTUIT INC. # 765 1-800-433-8810

THE VACEK LAW FIRM, PLLC
11511 KATY FRWY, SUITE 520
HOUSTON, TX 77079

STERLING BANK
HOUSTON, TX 77240-0333
88-554/1130

2903

6/6/01

PAY TO THE ORDER OF Harris County Clerk $ **165.00

One Hundred Sixty-Five and 00/100********** DOLLARS

Harris County Clerk

MEMO Filing Fee GWDs

Albert E. Vacek Jr. MP

⑈002903⑈ ⑆113005549⑆ ⑈06101947 3⑈

THE VACEK LAW FIRM, PLLC 2903

Harris County Clerk 6/6/01

Sumner-GWD	13.00
Misc. LT-GWD	152.00

Sterling Bank - Checking Filing Fee GWDs 165.00

HOMESTEAD EXEMPTION CHECKLIST

✓ Original HS deed

✓ Copy of driver's license

✓ Date HS was occupied 10 (Month) 1967 (Year)

✓ Signed HS exemption form (**undated**)

✓ Copy of trust signature pages

✓ Copy of signed HS amendment, if applicable

SS # 282-32-8905
DOB # 9/29/21
Sig: Elmer H. Brunsting
13630 Pinerock
H, T 77079
(713) 464-4391

SECOND AMENDMENT TO THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996, hereby amend the said Trust, as follows, to-wit:

1. Article V of the said Trust entitled "Insurance Policies and Retirement Plans" is hereby amended so that from henceforth Article V shall include Section C entitled "Special Provisions Pertaining to Tax-Deferred Trust Assets" as set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article IX, Section D of the said Trust entitled "Termination of the Decedent's Trust" is hereby amended so that from henceforth Article IX, Section D is replaced in its entirety with the Article IX, Section D set forth in Exhibit "B" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

3. Article XII, Section M of the said Trust entitled "Termination and Distribution of Small Trust" is hereby amended so that from henceforth Article XII, Section M is replaced in its entirety with the Article XII, Section M set forth in Exhibit "C" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

4. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

5. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, together with the provisions contained in the First Amendment dated April 30, 1999, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS OUR HANDS this the 5th day of June, 2001.

Elmer H Brunsting

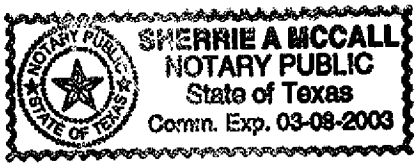
ELMER H. BRUNSTING,
Founder and Trustee

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th day of June, 2001, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.



Sherrie A. McCall
Notary Public, State of Texas

2nd Amendment

EXHIBIT "A"

Article V

Insurance Policies and Retirement Plans

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "qualified beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent of the Founder that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

V&F 000869

EXHIBIT "B"

Article IX

Administration of the Decedent's Trust

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

EXHIBIT "C"

Article XII

Our Trustees' Powers and Authority

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

AMENDED AFFIDAVIT OF TRUST

1. The following Trust and the Second Amendment to the Trust are the subject of this Affidavit:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

2. The names and addresses of the currently acting Trustees of the Trust are as follows:

   Names: ELMER H. BRUNSTING
   NELVA E. BRUNSTING

   Address: 13630 Pinerock
   Houston, Texas 77079

3. The Trust and the Second Amendment to the Trust are currently in full force and effect.

4. Attached to this Affidavit and incorporated in it are provisions of the Second Amendment to the Trust as in Exhibit "A" evidencing the power of a Trustee to terminate a small trust.

5. The signatories of this Affidavit are the currently acting Trustees of the Trust.

6. The signatories of this Affidavit declare that the foregoing statements and the attached Trust provisions are true and correct as amended by the Second Amendment to the Brunsting Family Living Trust under penalty of perjury.

7. This Affidavit is dated June 5, 2001.

Elmer H. Brunsting
ELMER H. BRUNSTING, Trustee

Nelva E. Brunsting
NELVA E. BRUNSTING, Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Amended Affidavit of Trust was acknowledged before me on June 5, 2001, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees.

Witness my hand and official seal.

Sherrie A. McCall
Notary Public, State of Texas

SHERRIE A MCCALL
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-09-2003

Amend Affid

EXHIBIT "A"

Article XII

Our Trustees' Powers and Authority

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

TRUST REVIEW MEETING

Cra

Signing Date & Time
Tu 1pm 6-5
9:00

Fee: 150 + F/Fee
w/ Ck

Rev CES 6/11/09

Ltr 6-1

Client Name: Elmer & Nelda Brunsting

Date: 4-26-01 Estate Size: 1.7

2nd Amend 5, 9, 12

AMENDMENT ✓ Tune-up 75

X Trustee Change: X POW X POA

X Distribution Change:

LT - 10/10/96

1st Amend - 4/30/99 (VI - HS, X & XI)

_____ Specific Distribution:

_____

_____

_____

✓ HEALTH CARE DOCUMENTS:

6/1/01 confirmed w/ Mrs Brunstrup - wants Carol 1st - then Carol

1st Agent: Carol

Carol WK-281

addresses the same except Carol's WK # changed to 281 instead of 713 Ca

2nd Agent: Carl

Carl

reverse these

_____

_____

_____

_____

_____

75 ✓ Recording HS Deed

✓ Apply for HS Exemption

Additional Documents: _____

_____

NOTES: _____

_____

_____

_____

_____

FUNDING: Sioux County Ia. farm in Trust

Real Estate HS → Pd off Record Deed (38K → W)

Tax-deferred Assets IRA's (54K → H) = Hwy will ck to be sure it is Spouse/Trust 2

✓ Bank & Brokerage Accounts

✓ Safe Deposit Box

✓ Life Insurance

✓ Stocks and Bonds

X Oil & Gas Interests

✓ Motor Vehicles gave them 2 SA's

X Credit Union Accounts (Very small)

X Sole Proprietorship Assets

X Partnership Interests

X Promissory Notes & Mortgages

NOTES:

- filed a 709 in '99 they gifted ~~120~~ 20K to daughter (Anita) to buy a home & used part of their lifetime Exemptions
- gave them the red Book '98
- said to file 709 on all gifts
- Elmer is getting like pop

BRUNSTING

4/14 #4 Elmer & Nelva — Ed callin 2-3 weeks

Gross Estate 1,500,000
IRA 80K

Amend trust:

Quoted: $1,250.

① HS & Nurse

② Retain language that any indebt secured by a lien on real prop at time of Grantor's death owed by Anita & will be forgiven & that will constitute a part of Anita's intents (Ver 1/5)

also quoted $750. an heritage Trust if they do 6-7 of these I need to talk to them @ signing re this & see what they want to do.

AEV

AMENDMENT:

ART. VII
ART. X
ART. XI

(VII is good)

V&F 000878

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

April 2, 2001

Mr. and Mrs. Elmer Brunsting
13630 Pinerock
Houston, Texas 77079

Dear Mr. and Mrs. Brunsting:

Thank you for calling for our Estate Plan Review Kit.

The purpose of the Review Kit is to prepare you for your meeting with us where we review your estate plan in depth. This meeting is very important for you and your family.

Please contact my legal assistant, Cathy Driskell, as soon as you can to set up an appointment time which will be convenient for you to come to the office to review your estate plan. If we have not heard from you within two weeks, we will contact you to schedule the appointment.

I have enclosed a copy of the map to our office just in case it has been a while since you last visited with us. Also, we have reserved, covered parking directly out the back door of the building in parking spaces numbered 72 through 75.

I hope that you enjoy looking through the Review Kit.

Yours very truly,

Albert E. Vacek, Jr.

AEV:cd
Enclosure

FIRST AMENDMENT TO THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996, hereby amend the said Trust, as follows, to-wit:

1. Article VI of the said Trust entitled "For So Long As We Both Shall Live" is hereby amended so that from henceforth Article VI shall include Section D entitled "Residence Homestead" as set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article X of the said Trust entitled "Upon the Death of the Survivor of Us" is hereby amended so that from henceforth Article X is replaced in its entirety with the Article X set forth in Exhibit "B" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

3. Article XI of the said Trust entitled "Protection of Beneficial Interests" is hereby amended so that from henceforth Article XI shall include Section E entitled "Application to Founders" as set forth in Exhibit "C" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

4. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

5. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS THIS the 30th day of April, 1999.

Elmer H Brunsting

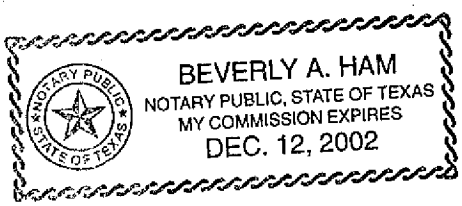
ELMER H. BRUNSTING,
Founder and Trustee

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 30th day of April, 1999 by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.



Notary Public, State of Texas

1st Amend

EXHIBIT "A"

Article VI

For So Long As We Both Shall Live

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.

V&F 000883

EXHIBIT "B"

Article X

Upon the Death of the Survivor of Us

Section A. Outstanding Indebtedness of a Beneficiary

Upon the death of the surviving Founder, any amount due and owing by ANITA KAY RILEY which is secured by a lien against real property shall be forgiven and such amount shall constitute a portion of the trust share of ANITA KAY RILEY, as set forth in the Sections of this Article which follow.

Section B. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

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 C. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section D. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. 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 F. 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 G. 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 H. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share %
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

EXHIBIT "C"

Article XI

Protection of Beneficial Interests

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.

V&F 000890

YEAR 1998

- GIFT TO TRUST
- DEPOSIT OF GIFT IN TRUST ACCOUNT
- NOTICE OF DEMAND RIGHT
- PAYMENT FOR INSURANCE POLICY

PRESERVATION
PLANNING

GREG J. JUNGEBLUT, CLU
820 Gessner, Suite 296
Houston, Texas 77024
(713) 827-0491
Fax: 827-0461

February 17, 1998

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

Dear Mr. and Mrs. Brunsting,

On February 12, 1997, you executed an irrevocable trust, entitled THE BRUNSTING FAMILY IRREVOCABLE TRUST. This trust was drafted by your attorney, Mr. Albert E. Vacek.

As you are aware, a trust is a legal entity, created to hold assets for the benefit of a certain individual or certain individuals. You designated your five children as beneficiaries of the trust. You named your daughter, Anita Kay Riley, as the Trustee.

Since you, as the Founders (the creators) of this trust, created and executed an "irrevocable" trust, you can no longer change its provisions in any way. Since you do not have control, powers, or even influence over this trust, any "gifts" you made in the past, or any "gifts" you make in the future (to this trust), are irrevocable.

On February 20, 1997, you made a gift of $8,000.00 to The Brunsting Family Irrevocable Trust.

In the future, should you desire to make additional gifts to this trust, please give me a call.

I hope the both of you and your entire family are doing well. I can't believe a year has gone by! Having that visit around Christmas was pleasant. It would be good to see you again.

Sincerely,

Greg

Greg J. Jungeblut, CLU

cc: Albert E. Vacek, Jr.

COMPENSATION DISCLOSURE STATEMENT

I often receive some compensation or renumeration from professionals with whom I work on behalf of my clients.

If I refer a client to another professional and my client decides to purchase or invest in products offered by them (such as stocks, bonds, mutual funds, or insurance), I am usually paid in some manner out of the compensation he or she receives in the transaction. My compensation does not result in additional charges to you; it is a professional courtesy to me by that professional.

It is important to me that you be aware of this arrangement. If you have any questions about it, please contact me or speak directly with the professional handling the matter for you.

Albert E. Vacek, Jr.

Albert E. Vacek, Jr.

I/we acknowledge receipt of this Compensation Disclosure Statement on 4/25/97, 1997.

Elizabeth Bruenstorf

Debra E. Bruenstorf

Anita K. Riley, Trustee

SUBSEQUENT FUNDING OF TRUST OWNED LIFE INSURANCE

If the irrevocable trust, that you are the trustee of, holds a life insurance policy on the life of one or more people, (especially the trust's founder or founders) it is extremely important that "due care" be exercised when using trust funds to make the insurance premium payment.

Following is the sequence of events that should take place whenever a gift has been made to the trust.

1 - Gifts of money, to the trust, should be deposited into the bank account established in the name of the trust.

2 - A written NOTIFICATION OF DEMAND RIGHT should be prepared by the trustee and given to each trust beneficiary. This is to inform all trust beneficiaries that a gift has been made to the trust, under which he or she is a beneficiary. The purpose of this notification is twofold. First, it is to inform the beneficiary of the present gift; and secondly, it should outline how he or she can access the present gift.

The NOTIFICATION OF DEMAND RIGHT is completed and dated after a gift has been made to the trust. For your convenience, I've enclosed three copies of this form. One is for the trustee's records; one for the grantor's records and one to be mailed to the legal counsel.

3 - Upon receipt of the NOTIFICATION OF DEMAND RIGHT, each trust beneficiary may do one of three things. They are:

A - He or she may request that their representative share of the gift be made available to them, presently, in accordance with the provisions of the trust document.

B - He or she may allow the time period (to access the gift, presently) to lapse, therefore not accessing their respective share of the gift.

C - He or she may acknowledge receipt of the NOTIFICATION OF DEMAND RIGHT, and may knowingly "waive" (in writing) his or her right to their respective share of that particular present gift.

You, as Trustee, cannot make any financial decisions regarding monies in the trust, until each beneficiary has been informed of the gift and has had an opportunity to access his or her share of that current gift. Once you have informed the beneficiaries of the gift, and once the beneficiaries have informed you of their desires for this present gift, then you can exercise your duties as trustee.

If your decision is to make an insurance payment, you can use one of the trust's bank account checks. If a Cashier's Check is to be used, make sure the remitter's section includes the name of the irrevocable trust, its date and the name of the trustee. Also note the insurance policy number on the check or Cashier's Check.

Enclosed is a plastic sheet protector. I recommend that you place a copy of the "gift", a copy of the deposit slip, after depositing the gift, copies of the signed Demand Notices and copies of the insurance payments in this sleeve. Insert this plastic sleeve into the binder that holds all the trust material.

Please call Greg J. Jungeblut, CLU, at 713-827-0491, if you have any questions regarding this!

NOTIFICATION OF DEMAND RIGHT

This notice is to inform you that on 2-20-97 a gift was made to the BRUNSTING FAMILY IRREVOCABLE TRUST, dated February 12, 1997, under which you are a beneficiary. As a beneficiary, you have the right to withdraw your share of this gift within thirty (30) days after the date of this Notification of Demand Right. In no event can the total amount withdrawable by you in this calendar year exceed the annual limit on withdrawals as provided in the trust.

Your withdrawal right is noncumulative and, to the extent you do not exercise it, will lapse thirty (30) days after the date of this Notification of Demand Right.

If you need any additional information to assist you in making a decision regarding the exercise of your withdrawal rights, or if you wish to exercise your withdrawal rights, you must contact the Trustee in writing.

Dated: 2-20-97

Anita K. Riley, Trustee
ANITA KAY RILEY, Trustee

WAIVER OF WITHDRAWAL

I acknowledge receipt of this Notification of Demand Right. I waive my right to demand my share of this gift from the trust. I do not waive my right to subsequent gifts made to the trust.

Dated: 2-20-97

Anita K. Riley
ANITA KAY RILEY

NOTIFICATION OF DEMAND RIGHT

This notice is to inform you that on 2-20-97 a gift was made to the BRUNSTING FAMILY IRREVOCABLE TRUST, dated February 12, 1997, under which you are a beneficiary. As a beneficiary, you have the right to withdraw your share of this gift within thirty (30) days after the date of this Notification of Demand Right. In no event can the total amount withdrawable by you in this calendar year exceed the annual limit on withdrawals as provided in the trust.

Your withdrawal right is noncumulative and, to the extent you do not exercise it, will lapse thirty (30) days after the date of this Notification of Demand Right.

If you need any additional information to assist you in making a decision regarding the exercise of your withdrawal rights, or if you wish to exercise your withdrawal rights, you must contact the Trustee in writing.

Dated: 2-20-97

Anita K. Riley, Trustee
ANITA KAY RILEY, Trustee

WAIVER OF WITHDRAWAL

I acknowledge receipt of this Notification of Demand Right. I waive my right to demand my share of this gift from the trust. I do not waive my right to subsequent gifts made to the trust.

Dated: 2-25-97

Carl Henry Brunsting
CARL HENRY BRUNSTING

NOTIFICATION OF DEMAND RIGHT

This notice is to inform you that on 2-20-97 a gift was made to the BRUNSTING FAMILY IRREVOCABLE TRUST, dated February 12, 1997, under which you are a beneficiary. As a beneficiary, you have the right to withdraw your share of this gift within thirty (30) days after the date of this Notification of Demand Right. In no event can the total amount withdrawable by you in this calendar year exceed the annual limit on withdrawals as provided in the trust.

Your withdrawal right is noncumulative and, to the extent you do not exercise it, will lapse thirty (30) days after the date of this Notification of Demand Right.

If you need any additional information to assist you in making a decision regarding the exercise of your withdrawal rights, or if you wish to exercise your withdrawal rights, you must contact the Trustee in writing.

Dated: 2-20-97

Anita K. Riley, Trustee
ANITA KAY RILEY, Trustee

WAIVER OF WITHDRAWAL

I acknowledge receipt of this Notification of Demand Right. I waive my right to demand my share of this gift from the trust. I do not waive my right to subsequent gifts made to the trust.

Dated: 2-25-97

Amy Ruth Tschirhart
AMY RUTH TSCHIRHART

NOTIFICATION OF DEMAND RIGHT

This notice is to inform you that on 2-20-97 a gift was made to the BRUNSTING FAMILY IRREVOCABLE TRUST, dated February 12, 1997, under which you are a beneficiary. As a beneficiary, you have the right to withdraw your share of this gift within thirty (30) days after the date of this Notification of Demand Right. In no event can the total amount withdrawable by you in this calendar year exceed the annual limit on withdrawals as provided in the trust.

Your withdrawal right is noncumulative and, to the extent you do not exercise it, will lapse thirty (30) days after the date of this Notification of Demand Right.

If you need any additional information to assist you in making a decision regarding the exercise of your withdrawal rights, or if you wish to exercise your withdrawal rights, you must contact the Trustee in writing.

Dated: 2-20-97

Anita K. Riley, Trustee
ANITA KAY RILEY, Trustee

WAIVER OF WITHDRAWAL

I acknowledge receipt of this Notification of Demand Right. I waive my right to demand my share of this gift from the trust. I do not waive my right to subsequent gifts made to the trust.

Dated: 2/25/97

CANDACE LOUISE CURTIS

Elmer H. Brunsting
02-07-97 15:11 - CED - drafted ILIT
02-04-97 15:10 - CED - TC w/Greg Jungeblut. Prepare ILIT for them to come in and sign. Anita as Trustee, Carl-First, Amy-Second, Distribution same as LT. $300.00
11-14-96 10:52 - JHD - Printed all data
11-14-96 10:34 - JHD - Printed all data
10-11-96 11:48 - AEV - considered setting up 400k farm in iowa into an flp (suggested by the ml broker Ms. Wise) -- quoted 5k for flp and add'l costs -- he will just go ahead and gift liquid amounts to kids to get the estate down. He will not qualify for 2nd to die.
09-30-96 17:20 - AEV - tc with Mr. B: all about ilits and heritage trusts for his grandkids (500each)
Originated by: (CED-Cathy Driskell) on 09-30-96 - 15:32

Please call him at home after 4:00 p.m. today. 464-4391.

He has discovered that his estate is more than he thought -- a little more than $1.4 million. He would like to discuss tax saving methods. Seems open to other type trusts, such as heritage trusts for grandkids?

09-26-96 15:03 - JHD - Confirmed appt. with Mrs. Brungsting for 9-27-96 at 2:30.
09-23-96 08:56 - MLC - sent confcard

FAX TRANSMISSION
FROM FAX NUMBER (713) 827-0461

****

GREG J. JUNGEBLUT, CLU
PRESERVATION PLANNING
820 GESSNER - SUITE 296
HOUSTON, TEXAS 77024
(713) 827-0491

****

TO : AEV

DATE : 11-20-96

FAX # : 531-5885

PAGES SENT : 2 (INCLUDING THIS PAGE)

AL,

F.Y.I

RE: BRUNSTING

GG

PRESERVATION
PLANNING

GREG J. JUNGEBLUT, CLU
820 Gessner, Suite 296
Houston, Texas 77024
(713) 827-0491
Fax: 827-0461

February 18, 1998

Mrs. Anita Kay Riley, Trustee
The Brunsting Family Irrevocable Trust
13630 Pinerock
Houston, Texas 77079

Dear Mrs. Riley,

I hope this letter finds you doing well!

Last year, your parents created an irrevocable trust, entitled THE BRUNSTING FAMILY IRREVOCABLE TRUST. You were named the Trustee. You and your four siblings were named as beneficiaries.

Exercising the powers granted to you, as Trustee, you obtained life insurance on the lives of your parents, Elmer and Nelva Brunsting. The purpose of that insurance is to provide funds for the benefit of trust beneficiaries, after both Trustmakers are deceased.

You used trust assets to make the premium payment for the insurance.

The insurance policy's anniversary is approaching, and the next premium payment is due shortly. (You will be receiving an invoice direct from Jefferson Pilot Life Ins. Co.)

Enclosed, please find a sheet that addresses this. **It is *most important* that you pay close attention to details in completing this process.**

I will be more than happy to provide as much help as needed. Give me a call if I can help with this or with any other question you may have.

Sincerely,

Greg

Greg J. Jungeblut, CLU

cc: Albert E. Vacek, Jr.

LAW OFFICES
OF
ALBERT E. VACEK, JR.
Professional Corporation

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
SHANNON E. SWEENEY

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11757 Katy Freeway, Suite 840
Houston, Texas 77079
(281) 531-5800

1-800-229-3002
Telefax (281) 531-5885

TELECOPIER TRANSMITTAL FORM

DATE: 2-12-97 TIME: 4:30 pm NO. PAGES 2 (including this page)

TO: Internal Revenue Service

TELECOPIER NO: (512)460-8000

FROM: Al Vacek

REGARDING: EIN for Brunsting Trust

COMMENTS:

Please call if the documents are not legible or if you did not receive all of the pages.

****

CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.

****

Form **SS-4**
(Rev. December 1993)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)

EIN

OMB No. 1545-0003
Expires 12-31-96

Please type or print clearly.

1 Name of applicant (Legal name) (See instructions.)
The Brunsting Family Irrevocable Trust

2 Trade name of business, if different from name in line 1

3 Executor, trustee, "care of" name
Anita Kay Riley

4a Mailing address (street address) (room, apt., or suite no.)
13630 Pinerock

5a Business address, if different from address in lines 4a and 4b

4b City, state, and ZIP code
Houston, Texas 77079

5b City, state, and ZIP code

6 County and state where principal business is located
Harris County, Texas

7 Name of principal officer, general partner, grantor, owner, or trustor—SSN required (See instructions.) ➤ 282-32-8905
Elmer H. Brunsting and Nelva E. Brunsting, Grantors 481-30-4685

8a Type of entity (Check only one box.) (See instructions.)

- ☐ Sole Proprietor (SSN) ___
- ☐ REMIC
- ☐ State/local government
- ☐ Other nonprofit organization (specify) ___
- ☐ Other (specify) ➤ ___
- ☐ Personal service corp.
- ☐ National guard
- ☐ Estate (SSN of decedent) ___
- ☐ Plan administrator-SSN ___
- ☐ Other corporation (specify) ___
- ☐ Federal government/military
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative
- ☐ Church or church controlled organization
- (enter GEN if applicable) ___

8b If a corporation, name the state or foreign country (if applicable) where incorporated ➤ | State | Foreign country

9 Reason for applying (Check only one box.)

- ☐ Started new business (specify) ➤ ___
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ➤ ___
- ☐ Banking purpose (specify) ➤
- ☐ Changed type of organization (specify) ➤ ___
- ☐ Purchased going business
- ☒ Created a trust (specify) ➤ Irrevocable Trust
- ☐ Other (specify) ➤

10 Date business started or acquired (Mo., day, year) (See instructions.)
February 12, 1997

11 Enter closing month of accounting year. (See instructions.)
December

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: *If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year)* ➤ n/a

13 Enter highest number of employees expected in the next 12 months. Note: *If the applicant does not expect to have any employees during the period, enter "0."* ➤

Nonagricultural	Agricultural	Household
0	0	0

14 Principal activity (See instructions.) ➤ Investments

15 Is the principal business activity manufacturing? ☐ Yes ☒ No
If "Yes," principal product and raw material used ➤

16 To whom are most of the products or services sold? Please check the appropriate box. ☐ Business (wholesale) ☒ N/A
☐ Public (retail) ☐ Other (specify) ➤

17a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No
Note: *If "Yes," please complete lines 17b and 17c.*

17b If you checked the "Yes" box in line 17a, give applicant's legal name and trade name, if different than name shown on prior application.
Legal name ➤ Trade name ➤

17c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.
Approximate date when filed (Mo., day, year) | City and state where filed | Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Business telephone number (include area code)
(713) 464-4391

Anita Kay Riley, Trustee
Name and title (Please type or print clearly.) ➤

Signature ➤ Anita Kay Riley Date ➤ 2/12/97

Note: *Do not write below this line. For official use only.*

Please leave blank ➤	Geo.	Ind.	Class	Size	Reason for applying

Form **SS-4** (Rev. December 1993)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)

EIN 76-6124145

OMB No. 1545-0003
Expires 12-31-96

Please type or print clearly.

1 Name of applicant (Legal name) (See instructions.)
The Brunsting Family Irrevocable Trust

2 Trade name of business, if different from name in line 1

3 Executor, trustee, "care of" name
Anita Kay Riley

4a Mailing address (street address) (room, apt., or suite no.)
13630 Pinerock

5a Business address, if different from address in lines 4a and 4b

4b City, state, and ZIP code
Houston, Texas 77079

5b City, state, and ZIP code

6 County and state where principal business is located
Harris County, Texas

7 Name of principal officer, general partner, grantor, owner, or trustor—SSN required (See instructions.) ▶ 282-32-8905
Elmer H. Brunsting and Nelva E. Brunsting, Grantors 481-30-4685

8a Type of entity (Check only one box.) (See instructions.)

- ☐ Sole Proprietor (SSN) _____
- ☐ REMIC
- ☐ State/local government
- ☐ Other nonprofit organization (specify) _____
- ☐ Other (specify) ▶ _____
- ☐ Personal service corp.
- ☐ National guard
- ☐ Estate (SSN of decedent) _____
- ☐ Plan administrator-SSN _____
- ☐ Other corporation (specify) _____
- ☐ Federal government/military
- ☐ Church or church controlled organization
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative
- (enter GEN if applicable) _____

8b If a corporation, name the state or foreign country (if applicable) where incorporated ▶ State _____ Foreign country _____

9 Reason for applying (Check only one box.)

- ☐ Started new business (specify) ▶ _____
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ▶ _____
- ☐ Banking purpose (specify) ▶ _____
- ☐ Changed type of organization (specify) ▶ _____
- ☐ Purchased going business
- ☒ Created a trust (specify) ▶ Irrevocable Trust
- ☐ Other (specify) ▶ _____

10 Date business started or acquired (Mo., day, year) (See instructions.)
February 12, 1997

11 Enter closing month of accounting year. (See instructions.)
December

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) ▶ n/a

13 Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0." ▶

Nonagricultural	Agricultural	Household
0	0	0

14 Principal activity (See instructions.) ▶ Investments

15 Is the principal business activity manufacturing? ☐ Yes ☒ No
If "Yes," principal products and raw material used ▶

16 To whom are most of the products or services sold? Please check the appropriate box.
☐ Public (retail) ☐ Other (specify) ▶ ☐ Business (wholesale) ☒ N/A

17a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No
Note: If "Yes," please complete lines 17b and 17c.

17b If you checked the "Yes" box in line 17a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above.
Legal name ▶ _____ Trade name ▶ _____

17c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.
Approximate date when filed (Mo., day, year) | City and state where filed | Previous EIN
_____ | _____ | _____

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Name and title (Please type or print clearly.) ▶ Anita Kay Riley, Trustee
Business telephone number (include area code) (713) 464-4391
Signature ▶ Anita Kay Riley Date ▶ 2/12/97

Note: Do not write below this line. For official use only.

Please leave blank ▶	Geo.	Ind.	Class	Size	Reason for applying

For Paperwork Reduction Act Notice, see attached instructions. Cat. No. 16055N Form SS-4 (Rev. 12-93)

PM RECORDING CHECKLIST

CLIENT NAME Brunsting **Circle one:** (T/S) non-T/S

Requested check(s) to county(ies) on 1-3-12

	County	Date sent	ACT note	Date returned	Filing Fees	Postage	Copies
Record to LT							
Record HS deed to sub tr							
Record other to subtrust	Harris	1-6-12		1-20-12	2400		

Fees Prepaid (circle one): Y (N) Prepare handbill for $ 2400 Total Fees $ 2400

Mailed completed work to client on gave to SKP 2/8/12

Additional Instructions:

Scanned 2/8/12

V&F 000905

RESIGNATION OF ORIGINAL TRUSTEE

Pursuant to Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended (the "Trust"), I, NELVA E. BRUNSTING, an original Trustee of the Trust may resign as Trustee.

On April 1, 2009, two subtrusts were created under the BRUNSTING FAMILY LIVING TRUST and are known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

I hereby resign as Trustee of these said Trusts in accordance with the provisions contained in Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

My resignation is effective immediately and I hereby appoint ANITA KAY BRUNSTING as the Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as well as the subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

Nelva E. Brunsting
NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:35 p.m., by NELVA E. BRUNSTING.

Candace Kunz Freed
Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

ACCEPTANCE BY SUCCESSOR TRUSTEE

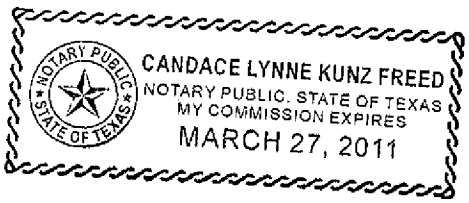
I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the office and duties of Successor Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST, after the resignation of the original Trustee, NELVA E. BRUNSTING.

Anita Kay Brunsting
ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:36pm p.m., by ANITA KAY BRUNSTING.

Candace S Kunz-Freed
Notary Public, State of Texas



CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned successor Trustee hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   > ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009, without having changed his appointment of successor Trustee. Therefore, pursuant to Article IV, Section B, of the BRUNSTING FAMILY LIVING TRUST, the remaining original Trustee continues to serve alone.

3. The full legal name of the said trust was:

   > NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**.

5. NELVA E. BRUNSTING resigned as Trustee on December 21, 2010, after having changed her successor Trustee by that certain Appointment of Successor Trustee dated December 21, 2010. Therefore, the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.

   For purposes of asset allocation, transfer of property into the decedent's trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the decedent's trust shall now be known as:

   > ANITA KAY BRUNSTING, Trustee, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as

established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100.

6. If ANITA KAY BRUNSTING fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Trustees in the following order:

   First, AMY RUTH TSCHIRHART
   Second, THE FROST NATIONAL BANK

7. Upon the death or disability of NELVA E. BRUNSTING, then the following individuals will serve as Successor Co-Trustees:

   ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

   If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

8. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

9. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

10. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on December 21, 2010.

ANITA KAY BRUNSTING,
Successor Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on December 21, 2010 at 1:45 p.m., by ANITA KAY BRUNSTING, as successor Trustee.

Witness my hand and official seal.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned successor Trustee hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   > ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009, without having changed his appointment of successor Trustee. Therefore, pursuant to Article IV, Section B, of the BRUNSTING FAMILY LIVING TRUST, the remaining original Trustee continues to serve alone.

3. The full legal name of the said trust was:

   > NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**.

5. NELVA E. BRUNSTING resigned as Trustee on December 21, 2010, after having changed her successor Trustee by that certain Appointment of Successor Trustee dated December 21, 2010. Therefore, the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.

   For purposes of asset allocation, transfer of property into the survivor's trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the survivor's trust shall now be known as:

   > ANITA KAY BRUNSTING, Trustee, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as

established under the BRUNSTING FAMILY LIVING TRUST
dated October 10, 1996, as amended.

The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 481-30-4685.

6. If ANITA KAY BRUNSTING fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Trustees in the following order:

First, AMY RUTH TSCHIRHART
Second, THE FROST NATIONAL BANK

7. Upon the death or disability of NELVA E. BRUNSTING, then the following individuals will serve as Successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

8. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

9. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

10. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on December 21, 2010.

Law Firm Copy

CERTIFICATE OF TRUST

The undersigned successor Trustee hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   > ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009, without having changed his appointment of successor Trustee. Therefore, pursuant to Article IV, Section B, of the BRUNSTING FAMILY LIVING TRUST, the remaining original Trustee continues to serve alone.

3. The full legal name of the said trust was:

   > NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

4. NELVA E. BRUNSTING resigned as Trustee on December 21, 2010, after having changed her successor Trustee by that certain Appointment of Successor Trustee dated December 21, 2010. the first successor Trustee, ANITA KAY BRUNSTING, shall serve as Trustee.

5. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

   > ANITA KAY BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

6. If ANITA KAY BRUNSTING fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Trustees in the following order:

First, AMY RUTH TSCHIRHART
Second, THE FROST NATIONAL BANK

7. Upon the death or disability of NELVA E. BRUNSTING, then the following individuals will serve as Successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

8. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

9. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

10. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on December 21, 2010.

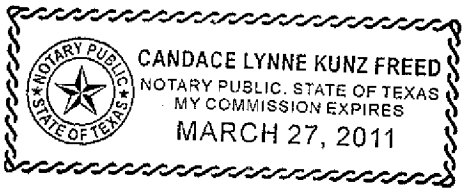
ANITA KAY BRUNSTING,
Successor Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on December 21, 2010 at 1:46 p.m., by ANITA KAY BRUNSTING, as successor Trustee.

Witness my hand and official seal.

Candace A Kunz-Freed
Notary Public, State of Texas



Law Firm Copy

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and

WHEREAS, ELMER H. BRUNSTING, died on April 1, 2009. The Brunsting Family Living Trust authorized the creation of subsequent subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST. The full legal names of the said subtrusts are:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.
>
> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

WHEREAS, the said NELVA E. BRUNSTING is desirous of exercising her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, resign as Trustee, then the following individuals will serve as successor Trustee in the following order:

> First, ANITA KAY BRUNSTING
> Second, AMY RUTH TSCHIRHART
> Third, THE FROST NATIONAL BANK

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death or disability, then the following individuals will serve as successor Co-Trustees:

> ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to,

protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries

participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the said Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

WITNESS MY HAND on December 21, 2010.

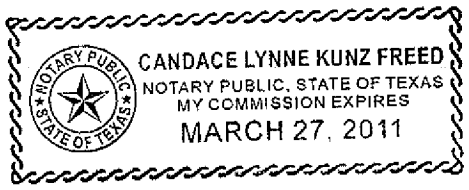
Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:34 p.m., by NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace K Kunz Freed
Notary Public, State of Texas



CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned successor Co-Trustees hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee continued to serve alone.

3. The full legal name of the said trust was:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**.

5. NELVA E. BRUNSTING died on November 11, 2011. Therefore, pursuant to Article IV, Section B of the Brunsting Family Living Trust Agreement and that certain Appointment of Successor Trustees dated December 21, 2010, ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, or the survivor of them, shall serve as successor Co-Trustees.

   For purposes of asset allocation, transfer of property into the Survivor's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Survivor's Trust, which is now **irrevocable**, shall now be known as:

   ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, Co-Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.



The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 45-6602570.

An acceptable abbreviation for account titling is as follows:

ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, Co-Tees of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

6. If one of the successor Co-Trustees 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. If both of the successor Co-Trustees should fail or cease to serve by reason of death, disability or for any other reason, then THE FROST NATIONAL BANK shall serve as Trustee.

7. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

8. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

9. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on November 22, 2011.

AMY RUTH BRUNSTING,
Successor Co-Trustee

ANITA KAY BRUNSTING,
Successor Co-Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on November 22, 2011, by ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, as successor Co-Trustees.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015

Notary Public, State of Texas

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned successor Co-Trustees hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee continued to serve alone.

3. The full legal name of the said trust was:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

4. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST.**

5. NELVA E. BRUNSTING died on November 11, 2011. Therefore, pursuant to Article IV, Section B of the Brunsting Family Living Trust Agreement and that certain Appointment of Successor Trustees dated December 21, 2010, ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, or the survivor of them, shall serve as successor Co-Trustees.

   For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

   ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, Co-Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100.

An acceptable abbreviation for account titling is as follows:

ANITA KAY BRUNSTING and AMY RUTH BRUNSTING,
Co-Tees of the ELMER H. BRUNSTING DECEDENT'S TR
dtd 4/1/09, as est UTD 10/10/96.

6. If one of the successor Co-Trustees 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. If both of the successor Co-Trustees should fail or cease to serve by reason of death, disability or for any other reason, then THE FROST NATIONAL BANK shall serve as Trustee.

7. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

8. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

9. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on November 22, 2011.

AMY RUTH BRUNSTING,
Successor Co-Trustee

ANITA KAY BRUNSTING,
Successor Co-Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on November 22, 2011, by ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, as successor Co-Trustees.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015

Notary Public, State of Texas

DELEGATION OF AUTHORITY OF TRUSTEE

Pursuant to Article IV, Section I, of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, I, AMY RUTH BRUNSTING, the undersigned Co-Trustee of the BRUNSTING FAMILY LIVING TRUST; 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; and 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; do hereby delegate to ANITA KAY BRUNSTING full authority to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with the Bank of America account (Account No. _____) in the name 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, pursuant to the terms and conditions set forth in the BRUNSTING FAMILY LIVING TRUST.

All powers of the Trustee are fully set forth in Article XII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, and incorporated herein for all purposes. I empower ANITA KAY BRUNSTING to act on my behalf regarding any and all transactions of any nature pertaining to the above-named account with Bank of America.

This delegation of authority shall remain in effect until revoked by the undersigned, in writing.

AMY RUTH BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 22, 2011, by AMY RUTH BRUNSTING.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015

ACCEPTANCE OF DELEGATION OF TRUSTEE AUTHORITY

I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the Delegation of Authority of Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; 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; and 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; as above referenced, as it relates to the Bank of America account (Account No. _____) in the name of the NELVA E. BRUNSTING SURVIVOR'S TRUST.

Anita Kay Brunsting
ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 22, 2011, by ANITA KAY BRUNSTING.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015

Candace Lynne Kunz Freed
Notary Public, State of Texas

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,
Founder and Trustee

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of September, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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.

Authorization for Release of Protected Health Information

(Valid Authorization Under 45 CFR Chapter 164 and the Laws of the State of Texas)

Statement of Intent

It is my understanding that Congress passed a law entitled the Health Insurance Portability and Accountability Act ("HIPAA") that limits use, disclosure or release of my individually identifiable health information (or, sometimes herein, "protected medical information"). This Authorization is being signed because it is crucial that my health care providers readily use, release or disclose my protected medical information to, or as directed by, that person or those persons designated in this Authorization in order to allow me the advantage of being able to discuss with, and obtain advice from, others or to facilitate decisions regarding my health care when I otherwise may not be able to discuss these matters with health care providers without regard to whether any health care provider has certified in writing that I am "incompetent" for purposes of the laws of the State of Texas.

Appointment of Authorized Persons

I, AMY RUTH BRUNSTING, an individual, hereby appoint the following persons, or any of them, as Authorized Persons for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the laws of the State of Texas:

ANITA KAY BRUNSTING

Grant of Authority

Therefore, as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, a covered entity (being a health care provider as defined by HIPAA) is permitted to use, release and disclose my individually identifiable health information pursuant to and in compliance with this valid Authorization.

I hereby authorize:

a. All covered persons and entities as defined in HIPAA, including but not limited to a doctor (including but not limited to a physician, podiatrist, chiropractor, or osteopath), psychiatrist, psychologist, dentist, therapist, nurse, hospitals, clinics, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company or any other health care provider or affiliate,

b. to use, release and disclose the following information at the request of an Authorized Person:

Any and all individually identifiable health care information, reports and/or records concerning my medical history, condition, diagnosis, testing, prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization for access to, disclosure and release of ANY protected medical information by or to the persons named in this Authorization as if each person were me;

c. to, or as requested by, an Authorized Person.

Termination

This Authorization is not affected by, and shall not terminate by reason of, my subsequent disability or incapacity. This Authorization shall terminate on the first to occur of: (1) 1 year following my death or (2) upon my written revocation expressly referring to this Authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. Such revocation shall be effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

Re-disclosure

By signing this Authorization, I acknowledge that the information used, disclosed or released pursuant to this Authorization may be subject to re-disclosure by an Authorized Person whose names are written in paragraph 1 of this Authorization and the information once disclosed will no longer be protected by the rules created in HIPAA. No covered entity shall require an Authorized Person to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this Authorization.

Instructions to the Authorized Persons

An Authorized Person shall have the right to bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, an Authorized Person is authorized to sign any documents that the Authorized Person deems appropriate to obtain use, disclosure or release of the protected medical information.

Effect of Duplicate Originals or Copies

If this Authorization has been executed in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Person may make photocopies of this Authorization and each photocopy will have the same force and effect as the original.

My Waiver and Release

With regard information disclosed pursuant to this Authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule or regulation. In addition, I hereby release any covered entity that acts in reliance on this Authorization from any liability that may accrue from the use or disclosure of my protected medical information in reliance upon this Authorization and for any actions taken by an Authorized Person.

Severability

I intend that this authorization conform to United States and Texas law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Dated: November 22, 2011

AMY RUTH BRUNSTING
DOB: October 7, 1961

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 22, 2011, by AMY RUTH BRUNSTING.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2015



Authorization for Release of Protected Health Information

(Valid Authorization Under 45 CFR Chapter 164 and the Laws of the State of Texas)

Statement of Intent

It is my understanding that Congress passed a law entitled the Health Insurance Portability and Accountability Act ("HIPAA") that limits use, disclosure or release of my individually identifiable health information (or, sometimes herein, "protected medical information"). This Authorization is being signed because it is crucial that my health care providers readily use, release or disclose my protected medical information to, or as directed by, that person or those persons designated in this Authorization in order to allow me the advantage of being able to discuss with, and obtain advice from, others or to facilitate decisions regarding my health care when I otherwise may not be able to discuss these matters with health care providers without regard to whether any health care provider has certified in writing that I am "incompetent" for purposes of the laws of the State of Texas.

Appointment of Authorized Persons

I, ANITA KAY BRUNSTING, an individual, hereby appoint the following persons, or any of them, as Authorized Persons for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the laws of the State of Texas:

AMY RUTH BRUNSTING

Grant of Authority

Therefore, as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, a covered entity (being a health care provider as defined by HIPAA) is permitted to use, release and disclose my individually identifiable health information pursuant to and in compliance with this valid Authorization.

I hereby authorize:

a. All covered persons and entities as defined in HIPAA, including but not limited to a doctor (including but not limited to a physician, podiatrist, chiropractor, or osteopath), psychiatrist, psychologist, dentist, therapist, nurse, hospitals, clinics, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company or any other health care provider or affiliate,

b. to use, release and disclose the following information at the request of an Authorized Person:

Any and all individually identifiable health care information, reports and/or records concerning my medical history, condition, diagnosis, testing, prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization for access to, disclosure and release of ANY protected medical information by or to the persons named in this Authorization as if each person were me;

c. to, or as requested by, an Authorized Person.

Termination

This Authorization is not affected by, and shall not terminate by reason of, my subsequent disability or incapacity. This Authorization shall terminate on the first to occur of: (1) 1 year following my death or (2) upon my written revocation expressly referring to this Authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. Such revocation shall be effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

Re-disclosure

By signing this Authorization, I acknowledge that the information used, disclosed or released pursuant to this Authorization may be subject to re-disclosure by an Authorized Person whose names are written in paragraph 1 of this Authorization and the information once disclosed will no longer be protected by the rules created in HIPAA. No covered entity shall require an Authorized Person to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this Authorization.

Instructions to the Authorized Persons

An Authorized Person shall have the right to bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, an Authorized Person is authorized to sign any documents that the Authorized Person deems appropriate to obtain use, disclosure or release of the protected medical information.

Effect of Duplicate Originals or Copies

If this Authorization has been executed in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Person may make photocopies of this Authorization and each photocopy will have the same force and effect as the original.

My Waiver and Release

With regard information disclosed pursuant to this Authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule or regulation. In addition, I hereby release any covered entity that acts in reliance on this Authorization from any liability that may accrue from the use or disclosure of my protected medical information in reliance upon this Authorization and for any actions taken by an Authorized Person.

Severability

I intend that this authorization conform to United States and Texas law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

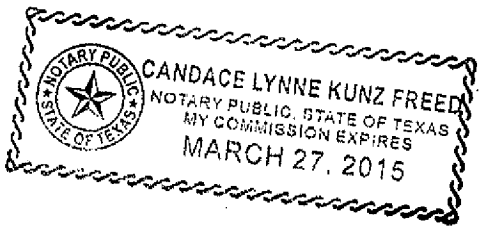
Dated: November 22, 2011

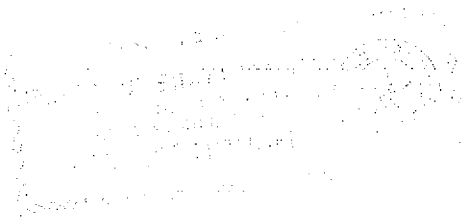
ANITA KAY BRUNSTING
DOB: August 7, 1963

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on November 22, 2011, by ANITA KAY BRUNSTING.

Notary Public, State of Texas





THE RESTATEMENT OF

THE BRUNSTING FAMILY

LIVING TRUST

Prepared By

Albert E. Vacek, Jr.

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V&F 000940

THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

This restatement of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas.

We now wish to restate that original trust agreement and any amendments thereto, in their entirety.

This restatement, dated January 12, 2005, shall replace and supersede our original trust agreement ad all prior amendments.

We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Our trust may also be known as:

> ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

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

during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and

deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals will serve as Co-Trustees:

CARL HENRY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

_____
Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____.

_____
Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or

estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or

such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,

in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent

of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death

of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

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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.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;

2. Our residence shall be designed or adapted for human residence;

3. Such property shall at all times be used as our residence;

4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;

5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;

6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and

7. This trust has acquired the property in an instrument of title that

    a. describes the property with sufficient certainty to identify it and the interest acquired;

    b. is recorded in the real property records of the county in which the property is located; and

    c. is executed by one or both of us as Trustors or by our personal representatives.

Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative

of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside

of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

1. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

2. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

3. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan," our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

b. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. Distributions from the Personal Representative

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.

2. **PRINCIPAL**

   a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed $5,000.00.

   b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.

   c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the

appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

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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.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to

CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY

BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH

TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last

will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on

such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount.

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In

determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and

liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under

the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for inspection or audit only by current, mandatory income beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is entitled to receive a present, mandatory income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented

by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the

newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "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.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section L. Notices

All notices required to be given in this agreement shall be made in writing by eith

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity

as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

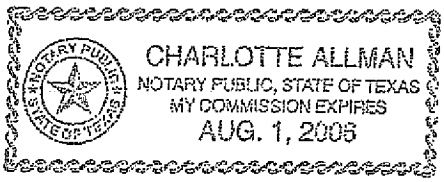
COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Charlotte Allman

Notary Public, State of Texas



QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

I. I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST not previously distributed, as follows:

Section A. Advance on Trust Share for a Beneficiary

Upon the death of NELVA E. BRUNSTING, any funds advanced during her lifetime after June 1, 2010, and further evidenced in a writing signed by her stating that such funds are an advance on the said beneficiary's inheritance, shall be treated by her successor Trustee as an advance on the trust share of the beneficiary receiving such advance or their descendants, as the case may be, and shall be deducted from said beneficiary's trust share. Such sums withheld shall be distributed equally among all remaining beneficiaries, as set forth in Article X, Section A of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

II. I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Decedent's Trust") the full legal name of which is as follows:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, my Trustee shall distribute the balance of the principal and net, undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST not previously distributed, as set forth in Roman Numeral I, Section A of this document.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on June 15, 2010.

Nelva E. Brunsting
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



QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

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

B. Division into Separate Shares

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. Share for CANDACE LOUISE CURTIS

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. Share for CAROL ANN BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. Share for AMY RUTH TSCHIRHART

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;

2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;

3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

4. To protect trust assets and income from claims of and interference from third parties;

5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);

8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;

9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and

10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c)) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustor's intent in creating the trust, as set forth above in paragraph B.

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.

   a. Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Education, Maintenance and Support": In exercising the discretionary powers to provide benefits under this trust, the Trustee shall take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustor requests that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including,

but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.

c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."

e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."

H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

   a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).

7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.

2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.

3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.

B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

PLLC of Houston, Texas, to help ensure the appropriate selection of the initial Trust Protector.

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."

3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.

4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."

5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not

require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

   A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

   A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

   If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

   If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.

   a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.

   b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").

   c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.

7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.

8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.

9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;

2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;

3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;

4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;

5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;

6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;

7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;

9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041 , no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.

3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:

   a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.

4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.

B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).

2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.

3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power; Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.

5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:

   a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and

   b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.

3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.

4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:

   a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;

   b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;

   c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or

   d. Abandon Property: Abandonment of such asset.

2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.

3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.

D. Indemnification of Trustee from Trust Assets for Environmental Expenses:

1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.

   a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:

      (i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;

      (ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;

      (iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and

      (iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.

   b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:

      (i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

(ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.

3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.

F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

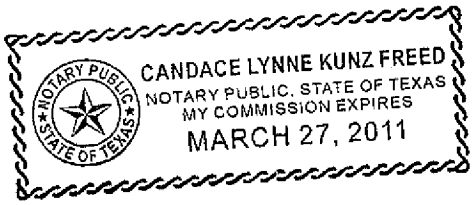
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace Lynne Kunz Freed

Notary Public, State of Texas

THE

BRUNSTING FAMILY

IRREVOCABLE TRUST

Prepared By

Albert E. Vacek, Jr.

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THE BRUNSTING FAMILY IRREVOCABLE TRUST

Article I

The Creation of Our Irrevocable Trust

Section A. Our Declaration of Trust

This trust declaration is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas. This is our irrevocable trust. The initial Trustee of this irrevocable trust shall be ANITA KAY RILEY.

Section B. The Title of Our Trust

Although the name we have given to our irrevocable trust for our own convenience is the BRUNSTING FAMILY IRREVOCABLE TRUST, the full legal name of our irrevocable 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:

> ANITA KAY RILEY, Trustee, or the successor Trustees, under the BRUNSTING FAMILY IRREVOCABLE TRUST dated February 12, 1997, as amended.

Section C. An Irrevocable Trust

This trust is irrevocable. Neither Founder shall have any power to control and direct payments, remove trust property, or alter, amend, revoke or terminate this trust, either in whole or in part.

Section D. Forfeiture of Founders' Rights in this Trust

Subsequent to the execution of this irrevocable trust agreement, neither Founder shall have any right, title nor interest in the income or principal of this irrevocable trust. In addition, neither Founder shall have any right, title, interest, power, incident of ownership nor any

other benefit in any property or asset of this irrevocable trust. Neither Founder nor the respective estates of either Founder shall have any reversionary or similar interest in this irrevocable trust or the property or assets contained in it.

Section E. Our Beneficiaries and Family

This irrevocable trust is created for the use and the benefit of the children named herein. Such children shall be the beneficiaries of the lifetime separate trusts created under this trust agreement.

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 during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to the Trustee $10.00 and such other certain property, as set forth in the schedule attached hereto and incorporated herein for all purposes, as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, including either of us, a 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. All property interests transferred, assigned, conveyed or delivered to the Trustee shall be subject to all of the terms and conditions set forth in this agreement. All such interests transferred, assigned, conveyed or delivered to the Trustee in trust shall be absolute and irrevocable.

Article III

Trust Administration During The Founders' Lives

Section A. Division of Shares

While either Founder is living, the Trustee shall divide all contributions to this trust into equal shares for each living beneficiary named herein. Such division shall occur at the time the contribution is made. Each share which is established for a beneficiary shall be held in a lifetime separate trust for the beneficiary as provided in this Article.

Section B. Income and Principal Distributions

The Trustee shall pay to, or apply for the benefit of, each beneficiary as much of the net income and principal of such beneficiary's lifetime separate trust as the Trustee, in its sole and absolute discretion, determines to be necessary or advisable for such beneficiary's health, education, maintenance and support. The Trustee shall accumulate and add to the principal of each respective lifetime separate trust all net income which is not distributed pursuant to this Section.

The decision to make distributions pursuant to this Section shall be in the Trustee's sole and absolute discretion. Therefore, any income or other resource which is available to a beneficiary outside of this trust and is known to the Trustee may be considered prior to making distributions pursuant to this Section.

In no event shall the Trustee make any payment or distribution which would in any way discharge any legal obligation of either Founder, or which would otherwise benefit either Founder monetarily.

During the Founders' lives, each beneficiary 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. The Trustee shall convert the property immediately after receiving written direction to that effect.

The Trustee may convert the property 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.

Section C. A Beneficiary's Right to Withdraw

Prior to the deaths of both Founders, each living beneficiary shall have the right to withdraw that beneficiary's share of any property which is given or deemed to be given to the trust during a calendar year by a direct or indirect transfer of property to the trust. Such right to withdraw shall exist during such calendar year. For purposes of determining the value of the withdrawal rights, the value of the gift contributed shall be used. Each beneficiary's right to withdraw shall be subject only to the limitations and qualifications as are provided in the provisions of this Article which follow.

In no event shall the total amount which a beneficiary may withdraw by reason of an addition or additions to his or her lifetime separate trust in any one calendar year exceed twice the gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code (currently $10,000 per donee) or any other corresponding provisions of any subsequent federal tax laws in effect in the calendar year of withdrawal.

Section D. Exercising the Right to Withdraw

A beneficiary may exercise his or her right to withdraw at any time within thirty (30) days from the date of the notice by the Trustee to the withdrawal right beneficiary of the transfer to the trust. Each beneficiary's withdrawal right shall be vested as of the date of the transfer to the trust which results in a withdrawal right. A beneficiary shall exercise his or her right to withdraw by delivering a written request to the Trustee within thirty (30) days from the date of the Trustee's notice of such withdrawal right.

A beneficiary's right to withdraw is non-cumulative. To the extent that the withdrawal right has not been exercised at the end of thirty (30) days after the date of the notice, or to the extent that the withdrawal right has been waived in writing by the withdrawal right beneficiary at any time prior to the end of the thirty (30) day period, such withdrawal right shall lapse.

A beneficiary's vested withdrawal right shall not terminate by reason of such beneficiary's death. Upon the death of a withdrawal right beneficiary, the personal representative of the beneficiary's estate shall have the right to exercise the beneficiary's vested withdrawal right on behalf of the beneficiary's estate.

Section E. Trustee's Notice

Within fifteen (15) days following the transfer of property to this trust, the Trustee shall provide written notice to each beneficiary who is then entitled to a right to withdraw that

property has been transferred to the trust. Such notice shall inform the beneficiary of such beneficiary's right to withdraw and shall be delivered by hand or by mail to the last known address of the beneficiary.

If an indirect transfer is made to the trust, the Trustee shall provide written notice to each beneficiary then entitled to a right to withdraw that property has been transferred to the trust. Such notice shall be provided within fifteen days of the Trustee's actual notice of such indirect transfer. The notice shall inform the beneficiary of the right of the beneficiary to withdraw and shall be delivered by hand or by mail to the last known address of the beneficiary.

Neither Founder shall be permitted to add beneficiaries or expand the class of individuals to be beneficiaries subsequent to the date that this trust is executed. In any event, if additional individuals subsequently become qualified to be beneficiaries of the trust as a result of being born or adopted after this trust is signed, the Trustee shall give written notice to or on behalf of that beneficiary within a reasonable time after being informed of the additional beneficiary.

Section F. Minor or Disabled Beneficiaries

If a beneficiary entitled to make a withdrawal is a minor or is under any other form of legal disability during all or part of any withdrawal period, the beneficiary's legal or natural guardian, conservator or personal representative shall be informed of, and may exercise, the withdrawal right on behalf of the beneficiary.

Section G. Additional Duties of the Trustee

In order to satisfy any outstanding withdrawal rights, the Trustee shall retain sufficient liquid trust property or other trust property which is transferable. The Trustee may distribute trust property in cash or in kind, including insurance policies held in the trust or interests in such policies, to a beneficiary making a withdrawal. In addition, the Trustee is authorized to borrow, upon such terms as are reasonable and necessary, in order to provide for payment of amounts required by any exercise of withdrawal rights by a beneficiary.

Section H. Indirect Transfers

If any payment is made directly to an insurance company by any party other than the Trustee of all or any part of a premium on a life insurance policy owned by the trust on the joint lives of the Founders, or on the life of either Founder, the amount of such payment shall be

deemed a transfer to the trust. To the extent that the payment is deemed to be a gift from one or both of the Founders to the beneficiaries for federal gift tax purposes, the date of the premium payment shall also be the date of the transfer. Any such indirect transfer shall create withdrawal rights in an amount equal to the value of the deemed gift.

Section I. Property Not Withdrawn

Any amount which is subject to a withdrawal right and which is not withdrawn by the beneficiary of the withdrawal right, either because of lapse or a signed waiver, shall be retained as a part of such beneficiary's lifetime separate trust and shall be subject to the terms of the lifetime separate trust under this Article.

Section J. Beneficiary's Death Prior to Founders' Deaths

If a beneficiary dies while either Founder is still living, such beneficiary's lifetime separate trust shall terminate upon the death of the beneficiary for whom it was held.

In addition, if a beneficiary dies prior to the death of both Founders, such beneficiary shall have the unlimited and unrestricted general power to appoint the cumulative value of the amounts subject to the beneficiary's withdrawal power during the term of the trust and not withdrawn during the beneficiary's lifetime or not distributed to the beneficiary by the Trustee as a discretionary distribution. Such appointment may be among persons, corporations, such beneficiary's estate or other entities in any proportion, and on such terms and conditions as such beneficiary may elect. The right to exercise this general power of appointment is the sole and exclusive right of such beneficiary. The Trustee shall distribute the appointed portion of such beneficiary's property over which the beneficiary had a withdrawal power according to such appointment if exercised and specifically referred to in a valid last will and testament or living trust agreement executed by the deceased beneficiary.

To the extent this general power of appointment is not exercised by a beneficiary, the Trustee shall retain the unappointed principal and accumulated income of the lifetime separate trust until the death of the last Founder to die. After both Founders have died, the Trustee shall administer and distribute the principal and accumulated income of the deceased beneficiary's lifetime separate trust as provided in the subsequent provisions of this trust agreement relating to distribution after both Founders' deaths.

Section K. Administration of Lifetime Separate Trusts Subsequent to Both Founders' Deaths

When the surviving Founder dies, each separate lifetime trust held for a beneficiary who is living at the death of the surviving Founder shall be held, administered and distributed according to the following guidelines and in the following order:

The Trustee shall maintain the lifetime separate trust under this Article for a beneficiary who is living after both of us are deceased. The Trustee shall hold, administer and distribute the income and principal of this lifetime separate trust in the same manner as the income and principal is held, administered and distributed under the separate trust created for that beneficiary in Article VI of this trust agreement.

Notwithstanding anything in Article VI to the contrary, a beneficiary's lifetime separate trust created under this Article and being administered according to the provisions of the separate trust for the beneficiary as provided in Article VI shall be subject to a general power of appointment.

The beneficiary shall have the unlimited and unrestricted testamentary general power to appoint all of the value of the lifetime separate trust among persons, corporations, such beneficiary's estate or other entities in any proportion and on such terms and conditions as such beneficiary may elect. The right to exercise this testamentary general power of appointment is the sole and exclusive right of the beneficiary. The Trustee shall distribute the appointed portion of the value of the lifetime separate trust according to such appointment if exercised and specifically referred to in a valid last will and testament or living trust agreement executed by the beneficiary.

This testamentary general power of appointment specifically grants to the beneficiary the right to appoint property to the beneficiary's own estate.

To the extent this testamentary general power of appointment is not exercised by a beneficiary, the Trustee shall distribute the trust principal and accrued income under the lapse provisions for the separate trust created for the beneficiary under Article VI.

A lifetime separate trust shall not include the proceeds of any death benefit payable to the trust with respect to any life insurance policy on the lives of either or both Founders. The principal of the lifetime separate trust shall be computed to include only the value of a life insurance policy on the lives of either or both Founders immediately prior to the death that creates the death benefit. The death benefit shall be administered and disposed of under the subsequent provisions of this trust agreement which relate to distributions after the deaths of both Founders.

Although the death benefit under any policy of life insurance on the lives of either or both Founders will not be included in the value of a lifetime separate trust, the Trustee may use the death benefit to fund, in whole or in part, the value of any lifetime separate trust created under this Article.

Article IV

Life Insurance

Section A. Purchase of Life Insurance

The Trustee may purchase and hold as trust property a policy or policies of insurance on either Founders' life or lives, the Founders' joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest. The Trustee may also receive any such policies made as a gift to the trust, and thereafter may hold and deal with the policies as the owner.

In addition to all other powers that a policy owner may possess, the Trustee shall have, in its sole and absolute discretion, the following powers:

1. To execute or cancel any automatic premium loan agreement with respect to any policy.

2. To elect or cancel any automatic premium loan provision in a life insurance policy.

3. To borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source.

4. To assign any such policy as security for such loan.

5. To exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy.

6. To reduce the amount of a policy or convert or exchange the policy.

7. To surrender a policy at any time for its cash value.

8. To elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

9. To sell policies at their fair market value to the insured or to anyone having an insurable interest in the policy.

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10. To exercise any other right, option or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon the termination of this trust, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

The Trustee shall make every effort to transfer any policy insuring a beneficiary's life to that beneficiary as part of that beneficiary's distributive share.

Section B. Upon the Death of an Insured

Upon the death of an insured, the Trustee shall make all appropriate after-death elections with respect to insurance policies on the life of the insured then held by the trust including, but not limited to, the following:

The Trustee shall make every effort to collect all sums made payable to this trust or the Trustee upon the death of an insured. In collecting such sums, the Trustee may, in its sole and absolute discretion, exercise settlement options available under the terms of a policy held by this trust. However, the Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

In order to enforce the payment of any death proceeds, the Trustee may institute any legal, equitable, administrative or other proceeding. However, the Trustee need not take any action to enforce any payment until the Trustee, in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected. The 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 the Trustee, pursuant to this Section, shall be binding and conclusive on all beneficiaries.

Any person or entity which pays any type of death proceeds to the Trustee, as beneficiary, shall not be required to inquire into any of the provisions of this trust agreement, nor will they be required to see to the application of any such proceeds by the Trustee. The Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Article V

Trust Administration on a Founder's Death

Section A. Purchase of Assets and Loans

Notwithstanding anything in this agreement to the contrary, the Trustee shall not have the power to use any trust property for the benefit of either Founders' estates as defined in Section 20.2042-1(b) of Title 26 of the Code of Federal Regulations, as amended, unless such property is included in a deceased Founder's gross estate for federal estate tax purposes.

Otherwise, the 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 probate or trust estate of a deceased Founder. In addition, the Trustee may make loans, with or without security, to such probate or trust estate. The Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

Section B. Distributions of Amounts Included in a Founder's Estate

If any asset of this trust is includable in a deceased Founder's gross estate for federal estate tax purposes, the Trustee shall distribute an amount equal to the value of such asset to the living trust of the deceased Founder. Any amount so distributed shall be added to the property of the living trust and disposed of in accordance with its terms. However, if either Founder dies and a respective living trust is not in existence, the Trustee shall distribute the amount called for under this Section to the surviving Founder. If there is no surviving Founder, then the distribution shall be made to the Founders' descendants, per stirpes.

The value of any asset of our trust distributed under this Section shall be its value as finally determined for federal estate tax purposes.

Section C. Administration of the Balance of the Trust Property

If one Founder survives the other, the balance of the trust property shall continue to be held by the Trustee and administered in accordance with the prior provisions of this trust agreement. Upon the death of the surviving Founder, or if neither Founder survives the other, the balance of the trust property not disposed of under the prior provisions of this trust agreement shall be administered as provided in the Articles that follow.

Article VI

Upon the Death of the Surviving Founder

Section A. Our Beneficiaries

All trust property not previously distributed under the terms of this 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 set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living

descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living

descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated.

Our Trustee shall administer and distribute each such share according to the provisions of Article VII, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article VII, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given the Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, the Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by the Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, the 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 the 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 the Trustee shall retain such distribution in trust at such beneficiary's written request. The 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, the 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 the Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share %
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Section H. A Beneficiary's General Power to Appoint Trust Property

If a beneficiary under this Article should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment is the sole and exclusive right of the beneficiary and must be exercised by the beneficiary by either (i) a last will and testament; (ii) a living trust agreement; or (iii) a written exercise of power of appointment, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, the Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, the Trustee shall distribute the remaining trust property to our then living descendants, per stirpes. If we have no then living descendants, the Trustee shall distribute the remaining trust property as provided in Section G of this Article.

Article VII

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

To the fullest extent permitted by law, no beneficiary will have the power to anticipate, encumber or transfer any interest in the trust while such interests remain trust property, unless specifically authorized by the terms of this agreement. 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

During the Founders' lives, each beneficiary 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. The Trustee shall convert the property immediately after receiving written direction to that effect.

The Trustee may convert the property 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.

Section C. No Contest of This Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this

trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

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 X, the 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

The Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support.

In making any distributions of income and principal under this Section, the Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

4. A Beneficiary's General Power to Appoint Trust Property

If a beneficiary under this Section should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment must be exercised by the beneficiary by either a last will and testament or a living trust agreement, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, the Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, the Trustee shall distribute the remaining trust property to our then living descendants, per stirpes. If we have no then living descendants, the Trustee shall distribute the remaining trust property as provided in Article VI, Section G of this agreement.

Article VIII

The Trustee

Section A. Original Trustee

Founders appoint ANITA KAY RILEY as the original Trustee of this trust.

Section B. Successor Trustees

If the original Trustee fails or ceases to serve by reason of death, disability, resignation or for any other reason, then the following individuals or entities will serve as Trustee in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

The original Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death, disability or any other reason. Successor Trustees will have the authority vested in the original Trustee under this trust document.

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 the Trustee

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of the Trustee

Any Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All resignations must be in writing and delivered to the successor Trustee and all beneficiaries then eligible to receive mandatory or discretionary distributions of income from any trust created under this agreement.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive mandatory or discretionary distributions of income from the trust, or distributions of income from any separate trust created by this document, may remove any Trustee then serving, without cause, the notice of removal to be delivered in writing to the said Trustee.

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.

If such beneficiaries 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 an affidavit of a Trustee or Trustees in substantially the following form:

On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY IRREVOCABLE 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 IRREVOCABLE TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

_____
Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 19_____.

_____
Notary Public - State of Texas

Section F. Documentary Succession of the Trustee

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. The Trustee's Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by the Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

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Article IX

Our Trustee's 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, except as that authority has been limited by other provisions contained in this trust declaration.

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, except as otherwise provided in this trust declaration.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

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The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its

officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the

Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries,

provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may create indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of the 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 the Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially

so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

However, all increases in the value of any life insurance policies held by this trust prior to the death of the insured shall be principal and not income.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for the inspection or audit of the beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary to the trust who is or could be entitled to receive a present income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee

may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee or a substitute Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of

its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

Article X

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "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.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

It must clearly evidence the interest of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the irrevocable 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 Trustee, if serving in such capacity, as well as the successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XI

Miscellaneous Matters

Section A. 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 B. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section C. 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 the Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section D. 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 E. 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 the 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 F. 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 G. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section H. 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 I. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section J. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section K. 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 L. 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 M. Generation Skipping Transfers

The 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.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this irrevocable trust agreement and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. We approve this irrevocable trust agreement in all particulars and request the Trustee to execute it. This instrument is to be effective upon the date recorded immediately below.

Dated: February 12, 1997

Elmer H. Brunsting
ELMER H. BRUNSTING, Founder

Nelva E. Brunsting
NELVA E. BRUNSTING, Founder

Anita Kay Riley
ANITA KAY RILEY, Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

On February 12, 1997, 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.

WITNESS MY HAND and official seal.

Cathy Driskell
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Harris

On February 12, 1997, before me, a Notary Public of said State, personally appeared ANITA KAY RILEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same as Trustee, or in the capacity indicated above, if any, on behalf of such Trustee.

WITNESS MY HAND and official seal.

Cathy Driskell
Notary Public, State of Texas

CATHY DRISKELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
DEC. 30, 2000

Notary's Printed Name

My Commission Expires: _____

Schedule A

Initial Contribution

Ten Dollars ($10.00), the receipt of which is acknowledged

AUTHORIZATION FOR RELEASE OF INFORMATION

We, ANITA KAY BRUNSTING and AMY RUTH BRUNSTING, Co-Trustees, hereby authorize the release of any and all documents and/or information requested by VACEK & FREED, PLLC regarding

NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING;

ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING; and/or

THE BRUNSTING FAMILY LIVING TRUST.

All requested documents and/or information can be released directly to VACEK & FREED, PLLC at the following address:

VACEK & FREED, PLLC
11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

281-531-5800 or 800-229-3002
281-531-5885 - FAX

A copy of this signed release is also hereby authorized as acceptable.

If you have any questions regarding this authorization, please contact us as soon as possible.

DATED: November 22, 2011

ANITA KAY BRUNSTING, Co-Trustee of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended

AMY RUTH BRUNSTING, Co-Trustee of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended

STATE OF TEXAS

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
NOV 17 2011

STATE OF TEXAS — **CERTIFICATE OF DEATH** — **STATE FILE NUMBER** 142-11-142463

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last)	(Maiden)	2. DATE OF DEATH -ACTUAL OR PRESUMED
NELVA E. BRUNSTING	RENSINK	11/11/2011

3. SEX	4. DATE OF BIRTH	5. AGE-Last Birthday (Years)	IF UNDER 1 YR. Mo. / Days	IF UNDER 1 DAY Hours / Min	6. BIRTHPLACE (City & State or Foreign Country)
FEMALE	10/08/1926	85			SHELDON, IA

7. SOCIAL SECURITY NUMBER	8. MARITAL STATUS AT TIME OF DEATH	9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)
481-30-4685	☒ Widowed ☐ Divorced ☐ Never Married ☐ Unknown ☐ Married	

10a. RESIDENCE STREET ADDRESS	10b. APT. NO.	10c. CITY OR TOWN
13630 PINEROCK LANE		HOUSTON

10d. COUNTY	10e. STATE	10f. ZIP CODE	10g. INSIDE CITY LIMITS?
HARRIS	TEXAS	77079	☒ Yes ☐ No

11. FATHER'S NAME	12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE
SYLVESTER RENSINK	HARRIET KOOLBECK

13. PLACE OF DEATH (CHECK ONLY ONE)

IF DEATH OCCURRED IN A HOSPITAL: ☒ Inpatient ☐ ER/Outpatient ☐ DOA

IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice Facility ☐ Nursing Home ☐ Decedent's Home ☐ Other (Specify)

14. COUNTY OF DEATH	15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO.)	16. FACILITY NAME (If not institution, give street address)
HARRIS	HOUSTON, 77055	SELECT SPECIALTY HOSPITAL - HOUSTON WEST

17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED	18. MAILING ADDRESS OF INFORMANT (Street and Number,City,State,Zip Code)
CAROL BRUNSTING - DAUGHTER	5822 JASON ST., HOUSTON, TX 77074

19. METHOD OF DISPOSITION	20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH	21. ☐ Unknown
☒ Burial ☐ Cremation ☐ Donation ☐ Entombment ☐ Removal from state ☐ Other (Specify)	ARACELI J GALINDO BY ELECTRONIC SIGNATURE - 114721	Section 214 Block Lot 54 Space F

22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)	23. LOCATION (City/Town, and State)
MEMORIAL OAKS CEMETERY	HOUSTON, TX

24. NAME OF FUNERAL FACILITY	25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)
MEMORIAL OAKS FUNERAL HOME	13001 KATY FREEWAY, HOUSTON, TX 77079

26. CERTIFIER (Check only one)

☒ Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.

☐ Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time,date and place, and due to the cause(s) and manner stated.

27. SIGNATURE OF CERTIFIER	28. DATE CERTIFIED (Mo/Day/Yr)	29. LICENSE NUMBER	30. TIME OF DEATH(Actual or presumed)
JERSON CADENAS , BY ELECTRONIC SIGNATURE	11/13/2011	N3531	04:50 PM

31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City,State,Zip Code)	32. TITLE OF CERTIFIER
JERSON CADENAS 4545 POST OAK PLACE #130, HOUSTON, TX 77027-3133	MD

WARNING

The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to $10,000. (Health and Safety Code, Sec. 195. 1989)

33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.

CAUSE OF DEATH		Approximate Interval Onset to death
IMMEDIATE CAUSE (Final disease or condition ---> resulting in death)	a. RESPIRATORY FAILURE	
Due to (or as a consequence of):		
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated, the events resulting in death) LAST	b. METASTATIC BILIARY CANCER	
Due to (or as a consequence of):		
	c. SEVERE PROTEIN CALORIE MALNUTRITION	
Due to (or as a consequence of):		
	d. SEPTIC SHOCK	

PART 2. ENTER OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART I.

ADULT FAILURE TO THRIVE

34. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No

35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☐ No

36. MANNER OF DEATH	37. DID TOBACCO USE CONTRIBUTE TO DEATH?	38. IF FEMALE:	39. IF TRANSPORTATION INJURY, SPECIFY:
☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be determined	☐ Yes ☐ No ☐ Probably ☒ Unknown	☒ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to one year before death ☐ Unknown if pregnant within the past year	☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)

40a. DATE OF INJURY (Mo/Day/Yr)	40b. TIME OF INJURY	40c. INJURY AT WORK?	40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)
		☐ Yes ☐ No	

40e. LOCATION (Street and Number, City,State,Zip Code)	40f. COUNTY OF INJURY

41. DESCRIBE HOW INJURY OCCURRED

42a. REGISTRAR FILE NO.	42b. DATE RECEIVED BY LOCAL REGISTRAR	42c. REGISTRAR
0217344	11/17/2011	REGISTRAR , CITY OF HOUSTON, ELECTRONICALLY FILED

JHE

VS-112 REV 1/2006

QA0024998

EDR NUMBER 000001046936

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED NOV 18 2011

Geraldine R. Harris

GERALDINE R. HARRIS
STATE REGISTRAR

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

THE STATE OF TEXAS

DEPARTMENT OF STATE HEALTH SERVICES VITAL STATISTICS

V&F-001124

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

IRS.gov

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **45-6602570**

Legal Name: **NELVA E BRUNSTING SURVIVORS TR DTD 4-1-09 AS EST UTD 10-10-96**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. Continue >>

Help Topics

Can the EIN be used before the confirmation letter is received?

V&F 001122

IRS.gov

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

Summary of your information

Please review the information you are about to submit. If any of the information below is incorrect, you will need to start a new application.

Click the "Submit" button at the bottom of the page to receive your EIN.

Help Topics

What is Form 1128?

Organization Type: Irrevocable Trust

Irrevocable Trust Information

Legal name:	**NELVA E BRUNSTING SURVIVORS TR DTD 4-1-09 AS EST UTD 10-10-96**
County:	**VICTORIA**
State/Territory:	**TX**
Date Trust funded:	**NOVEMBER 2011**
Closing month of accounting year:	**DECEMBER** (The closing month of the accounting year is defaulted to December due to your organization type. To change your closing month of accounting year, complete Form 1128.)

Addresses

Mailing Address:	**203 BLOOMINGDALE CIR** **VICTORIA TX 77904** **UNITED STATES**
Phone Number:	**361-550-7132**
TPD Name:	**CANDACE L KUNZ-FREED & SUMMER PEOPLES**
TPD Address:	**11777 KATY FWY STE 300** **HOUSTON TX 77079**
TPD Phone Number:	**281-531-5800**

Grantor

Name:	**NELVA E BRUNSTING**
SSN/ITIN:	**XXX-XX-4685**

Trustee

Name:	**AK BRUNSTING & AR BRUNSTING TTEE**

Additional Irrevocable Trust Information

Has employees who receive Forms W-2:	**NO**

We strongly recommend you print this summary page for your records as this will be your only copy

V&F 001123

of the application. You will not be able to return to this page after you click the "Submit" button.

Click "Submit" to send your request and receive your EIN. Submit

Once you submit, please wait while your application is being processed. It can take up to two minutes for your application to be processed.

V&F 001124

IRS.gov

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

Additional Information about your EIN

We suggest you print this page for your records.

When Can You Use Your EIN?

This EIN is your permanent number and can be used immediately for most of your business needs, including:

- Opening a bank account
- Applying for business licenses
- Filing a tax return by mail.

However, it will take up to two weeks before your EIN becomes part of the IRS's permanent records. You must wait until this occurs before you can:

- File an electronic return
- Make an electronic payment
- Pass an IRS Taxpayer Identification Number (TIN) matching program.

Next Steps

You can download IRS forms, publications, and tax returns at http://www.irs.gov/formspubs

Corrections?

If you need to make changes to your organization's information, you must do so in writing and mail the information to the address provided at http://www.irs.gov/file/article/0,,id=111138,00.html.

<< Back Continue >>

V&F 001125

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11777 Katy Freeway, Suite 300 South
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

Authorization to Obtain Tax Identification Number(s)

I understand that I am authorizing VACEK & FREED, PLLC, and any representative employed therewith, to apply for and receive an Employer Identification Number (EIN) on my behalf, individually and/or for any capacity in which I am then serving. I understand that VACEK & FREED, PLLC, or any representative employed therewith, may answer questions about completion of the EIN application, doing so on my behalf, individually and/or for any capacity in which I am then serving.

Dated: _____

AGREED AND UNDERSTOOD:

X Amy Ruth Brunsting
Signature

Amy Ruth Brunsting
Printed Name

Anita Kay Brunsting
Signature

Anita Kay Brunsting
Printed Name

VACEK & FREED, PLLC

By: Candace L. Kunz-Freed

MUST SIGN FORM ON BACK

General Durable Power of Attorney of NELVA E. BRUNSTING

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, of Houston, Harris County, Texas, am creating a durable power of attorney under the laws of the State of Texas. I hereby revoke all Powers of Attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

Powers granted by me under any Medical Power of Attorney;

Powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory; and

Powers granting access to a safe deposit box.

This is a durable general power of attorney given in order to coordinate the management, protection and conservation of my property, with property previously transferred to my revocable living trust, especially in the event I am unable for any reason to manage, protect and conserve my own property or transfer such property to my revocable living trust, and to avoid a guardianship as to the management, protection and conservation of property. The authority and legal capacity of my Agent will be that of a personal representative, trustee and attorney-in-fact.

Article One
Appointment of Agent

Section 1.01 Initial Agent

I appoint ANITA KAY BRUNSTING to serve as my Agent.

Section 1.02 Successor Agent

If ANITA KAY BRUNSTING fails to serve, I appoint the following persons to serve as successor Agent, in the order named:

First, CAROL ANN BRUNSTING
Second, AMY RUTH TSCHIRHART

If a successor Agent fails to serve as my Agent, I appoint the next successor Agent named above to serve as my Agent.

My Agents, in the order listed above, are also my preference as guardian should a court appointed guardian of my person or estate be required.

Section 1.03 No Person Under 21 Years of Age May Serve as Agent

No person named as my Agent or successor Agent may serve until that person has attained the age of 21 years.

Section 1.04 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent, by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent.

Article Two
Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Agent under this power of attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Agent under this power of attorney shall not be affected by my subsequent disability, incompetency, incapacity or lapse of time.

Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney shall expire at the earlier of:

My death (except for post-death matters allowed under the laws of Texas), or

Upon my divorce or the annulment of my marriage if I am married and my spouse is named herein as my Agent, or

Upon my revocation of this Power of Attorney.

Article Three
Powers Granted to My Agent

I grant my Agent the powers set forth in the Durable Power of Attorney Act (Chapter XII of the Texas Probate Code, as amended) which is incorporated herein and made a part hereof for all purposes, except to the extent that such Act conflicts with the powers set forth herein so that my Agent may act on my behalf. In addition, I further grant my Agent the authority to do everything necessary to exercise the powers listed below.

Section 3.01 Power to Fund

My Agent may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable trust agreement ("trust") created by me or by my Agent acting within the authority granted in Section 3.18 before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

In order that my Agent may transfer property under this Section, I grant my Agent the following general powers for the specific purpose of transferring property to my trusts:

> My Agent may transfer any interest I have in real or personal property, tangible or intangible to my trusts.
>
> My Agent may assign any rights I have to receive income from any source to my trusts.
>
> My Agent may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.
>
> My Agent may terminate savings, checking, safekeeping, brokerage, investment advisory and custodial accounts in my name (alone or jointly with others) at any bank, broker or financial institution and transfer all or any part of my interest in the cash, stocks, bonds and securities of the accounts to my trusts.
>
> My Agent may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts, and any institution in which a safe-deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.
>
> My Agent may designate the trust as beneficiary to receive any property, benefit or contract right on my death, or to change any existing designation to the trust as beneficiary.

I also grant my Agent general powers for the specific purpose of transferring any interest I may have in property owned by me to any general partnership, limited partnership, or limited liability company in which I have an interest. This power is subject to the same limitations as set forth in the preceding paragraphs of this Section.

Section 3.02 Power to Amend Revocable Living Trust Agreement

My Agent may amend, for the following express purposes, any revocable trust agreement ("trust") created by me before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime:

> To alter the administrative and investment powers of my Trustee;
>
> To reflect tax or other legal changes that affect trust administration; or
>
> To correct ambiguities, including scrivener errors, that might otherwise require court construction or reformation.

Section 3.03 Power to Sell

Unless specifically limited by the other provisions of this power of attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, marital right and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant options with regard to sales.

State law, and title companies that issue owners' and mortgagees' policies of title insurance, may impose a limitation upon the authority of an Agent to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this power of attorney is given. Therefore, I give to my Agent the unlimited authority to transfer, assign, convey and deliver legal and equitable title to any real estate, or interest in real estate which I may own to my Living Trust.

This authority will include any property in which I may have a homestead interest. I waive any requirements which may be imposed by law or by a title agency that I personally join in the conveyance. To protect the title agency and any other person, agency or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns and my Agent to indemnify and hold harmless any person, agency, or entity from any claim or loss, whatsoever in relying upon the authority provided by this document and the authority of my Agent.

My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

Section 3.04 Power to Buy

Unless specifically limited by the other provisions of this power of attorney, my Agent may buy any kind of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may arrange to insure the purchased property, and otherwise arrange for its safekeeping.

My Agent is authorized to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

My Agent is authorized to repay from my funds any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 3.05 Power to Invest

My Agent may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possessions or territories. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

> Invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;
>
> Participate in common, collective or pooled trust funds or annuity contracts;

Sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

Establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

Invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal;

Establish and terminate agency accounts with corporate fiduciaries; and
Employ and fire financial and investment advisors.

Section 3.06 Power to Manage Real Property

My Agent may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;
Eject and remove tenants or other persons from property, and recover the property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds;

Subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

Maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon and alter all or any part of my real property;

Employ laborers;

Obtain or vacate plats and adjust boundaries;

Adjust differences in the property's value on exchange or partition by giving or receiving consideration;

Release or partially release real property from a lien;

Enter into any contracts, covenants and warranty agreements regarding my real property that my Agent considers appropriate; and

Encumber property by mortgage or deed of trust.

My Agent may accept real property as a gift or as security for a loan.

Section 3.07 Power to Manage Tangible Personal Property

My Agent may manage any tangible personal property (including, but not limited to, any motor vehicle, trailer, water craft, or any similar property) I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;

Recover my property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds; Maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

Grant security interests in my property.

My Agent may accept tangible personal property as a gift or as security for a loan.

Section 3.08 Power to Operate Businesses

My Agent may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Agent considers appropriate. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Act as a director, general or limited partner, or associate or officer of the business;

Select and vote for directors, partners, associates and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;

Execute agreements and amendments to agreements necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements and operating agreements for limited liability companies;

Hire and fire employees;

Pay employees' salaries and provide for employee benefits;

Employ legal, accounting, financial and other consultants;

Continue, modify, terminate, renegotiate and extend any contracts with any person, firm, association or corporation;

Execute business tax returns and other government forms required for my business;

Pay all business related expenses;

Transact business for me in my name and on my behalf;

Contribute additional capital to the business;

Change the name or the form of the business;

Incorporate the business;

Enter into a partnership agreement with other persons;

Join in a plan to reorganize or consolidate my business, or merge my business with any other business;

Establish the value of the business under "buy-out" or "buy-sell" agreements to which I am a party;

Create, continue or terminate retirement plans for my business' employees and make contributions required by those plans;

Advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and

Borrow for the business and secure any loans with business assets or my personal assets.

My Agent may sell, liquidate or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity and an installment note or any combination of those arrangements.

Section 3.09 Power to Manage Partnership Interests

My Agent may manage any general, limited or special partnership interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Exercise any right, power, privilege or option I may have or may claim under any contract with the partnership;

Modify or terminate my interest on terms and conditions my Agent considers appropriate;

Enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding or otherwise as my Agent considers appropriate; and

Defend, arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

Section 3.10 Power Regarding Securities

My Agent may exercise all rights regarding securities that I own now or in the future. Specifically my Agent may:

Buy, sell, and exchange all types of securities and financial instruments including, but not limited to, stocks, bonds, mutual funds and commodity futures contracts and call and put options on stocks and stock indexes;

Receive certificates and other evidences of ownership with regard to securities;

Hold securities in bearer or uncertified form and use a central depository, clearing agency or book-entry system such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York;

Place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

Employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-deal or its nominee;

Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

Participate in any reorganization, recapitalization, merger or similar transaction; and

Exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants or other similar instruments.

Section 3.11 Power to Collect and Settle My Obligations

My Agent may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to, rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends and annuities. In collecting my obligations, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Section 3.12 Power Regarding Governmental Benefits

All Powers described in this section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Agent's powers become effective.

My Agent is appointed as my "Representative Payee" for the purposes of receiving Social Security benefits. My Agent may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Social Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal

in all ways necessary concerning rights or benefits payable to me by any governmental agency including, without limitation, Supplemental Social Security Income (SSI), Medicaid and Social Security Disability Income (SSDI).

My Agent may:

Execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, my wife's, children's and other individual's customarily or legally entitled to be supported by me, and for shipment of their household effects.

Take possession, remove and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

Prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation.

Prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.

Receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose.

Sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there.

Execute any trust agreement described in 42 U.S.C. § 1396p (d)(4) with any trustee or trustees that my Agent selects. In addition, my Agent may deliver and convey any or all of my assets to the trustee or trustees of the trust as well as designate the trust as payee of any income to which I maybe entitled.

File applications for certification of eligibility, or renewals of such certification, any necessary forms or submissions of any nature, and to execute vouchers on my behalf for any and all allowances, compensation, and reimbursements properly payable to me by the Government of the United States, or any agency or department thereof, including, but not restricted to, medical, dental, hospital, or other health care claims or other payments under Veteran's Administration, Medicare, Medicaid, or any other social security programs. Further, such powers shall include, but not be limited to, the powers set forth in Section 501 of the Texas Probate Code, which are incorporated herein for all purposes.

Take any action necessary in order to seek qualification on my behalf for any and all government benefits that I may be entitled to, including, but not limited to, Social Security Disability, Medicaid, and Medicare. This power includes any acts necessary to achieve eligibility for these programs including gifting of my assets to the agent themselves or other persons and selling or swapping any of my property or exchanging any property for assets that would be exempt under the rules of these

programs. Any authority granted to my attorneys herein shall be limited so as to prevent this general power of attorney from causing my attorneys to be taxed on my income or from causing my assets to be subject to a general power of appointment by my attorneys, as that term is defined in Section 2041 of the Internal Revenue Code (or any successor provision).

Power to arrange for my maintenance and support and to incur expenses in my name therefore and to pay from my funds or from funds in my name expenses in connection with my maintenance and support, including, without limitation, my living expenses and all other expenses for my reasonable comfort, maintenance and support, and further including medical or surgical services, nursing services or hospital room or services for me or for my benefit, or any other thing or service incidental thereto deemed by my agent to be necessary or appropriate.

Section 3.13 Power Regarding My Retirement Plans and Other Employee Benefits

My Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Agent may:

Establish, using any of my assets, one or more qualified retirement plans in my name;

Make contributions, including "rollover" contributions, or cause contributions to be made, to any qualified retirement plan my Agent considers appropriate using my assets;

Receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

Elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

Make, exercise, waive or consent to any and all election and option that I may have regarding contributions to qualified retirement plans, investments and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me; and

Borrow money, purchase assets from any of my qualified retirement plans and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Agent may make primary and contingent beneficiary designations, whether revocable or irrevocable, change primary and contingent revocable beneficiary designations, and consent or waive consent in connection with the designation of primary and contingent beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. But my Agent may not directly or indirectly designate a greater share or portion of any benefit than my Agent would have otherwise received unless all other beneficiaries under the IRA or plan consent to the change in beneficiary designation.

For all purposes of this Section, "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, an individual retirement arrangement under Section 408 or Section 408A or a tax-sheltered annuity under Section 403. The term "qualified retirement benefits" means

the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403 or any other benefit subject to the distribution rules of Section 401(a)(9).

Section 3.14 Power Regarding Bank Accounts

My Agent may establish bank accounts of any type in one or more bank institutions that my Agent may choose. My Agent may modify, terminate, make deposits to, write checks on, make withdrawals from and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

Section 3.15 Power Regarding Safe-Deposit Boxes

My Agent may contract with any institution to rent a safe-deposit box in my name. My Agent may have access to any safe-deposit box in my name or with respect to which I am an authorized signer. This Section will apply whether or not the contract for the safe-deposit box was executed by me alone or jointly with others or by my Agent in my name. My Agent may also add to or remove the contents of a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 3.16 Power to Prosecute and Defend Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

Section 3.17 Power to Loan and Borrow

My Agent may make secured or unsecured loans to any person, entity, trust or estate on my behalf, for any term or payable on demand, with or without interest. My Agent may enter into or modify the terms of any mortgage, deed of trust or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Agent may borrow money on my behalf at interest rates and on other terms that my Agent considers advisable from any person, institution or other source including, if my then-acting Agent is a corporate fiduciary, its own banking or commercial lending department.

My Agent may encumber my property by mortgages, pledges, and other hypothecation and shall have the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the term for which this power of attorney is effective.

My Agent may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the term for which this power of attorney is effective. My Agent may grant a security interest in the policy to secure the loan. In this regard, my

Agent may assign and deliver the policy as security. No insurance company will be under any obligation to determine the necessity of the loan or how my Agent applies the loan proceeds.

Section 3.18 Power to Create Revocable Trusts for my Benefit

My Agent may execute a revocable trust agreement with any trustee or trustees that my Agent selects. All income and principal must be paid under the trust agreement, to me or another person for my benefit or applied for my benefit. The income and principal of the trust must be paid under the agreement in the amounts that I or my Agent requests or that the trustee or trustees determine. The remaining income and principal must be paid on my death to my personal representative under the agreement. The trust agreement must provide that it may be revoked or amended by me or my Agent at any time. The trust agreement, however, must provide that any amendment by my Agent must be of a type that by law or under the provisions of this power of attorney could have been included in the original trust agreement. In addition, my Agent may deliver and convey any or all of my assets to the trustee or trustees of the revocable living trust, or convey any or all of my assets to a revocable living trust that exists now or is created by me after the creation on this power of attorney.

Further, I hereby vest in my Agent all of the power and authority given to trustees by the trust laws of the State of Texas upon establishing such revocable trust. If my Agent determines that it is in my best interest under the facts and circumstances then existing, I authorize my Agent to take possession of any and all of my property and estate, as Trustee, and to hold, conserve and administer such property for me and my general welfare. My Agent will be responsible only for the property of my estate over which the Agent shall assert direct control, and will not have liability for the loss of income from, or the depreciation of the value of, assets which the Agent does not possess or which are retained in the form my Agent received them.

My Agent is authorized, upon my death, to make, direct payment for any expense related to my hospitalization, illness, treatment and care prior to my death, and any expenses related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable period of time in which to conclude any administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs) and to make distributions of the trust property to my Living Trust.

My Agent may be sole trustee of my revocable living trust or one of several trustees.

If the trustee is not an individual, it must be a bank or trust company authorized to do trust business in the state in which I or my Agent reside now or in the future.

Section 3.19 Power to Revoke Trusts

I grant my Agent full power and authority to revoke any and all revocable trust agreements of which I am a founder, settlor, grantor, trustmaker and/or contributor. Immediately after the revocation of the aforesaid revocable trust agreement, or as soon as is practicable after such revocation, my Agent shall convey the said trust assets to the beneficiaries named therein, if in the judgment of my Agent it is advisable to do so.

My Agent may be sole trustee of my revocable living trust or one of several trustees.

Section 3.20 Power to Withdraw Funds from Trusts

My Agent may withdraw and receive the income or principal of any trust over which I have a right of receipt or withdrawal. My Agent may request and receive the income or principal of any trust with respect to which the trustee has the discretionary power to make distributions to me or on my behalf. In connection with this, my Agent may execute and deliver to the trustee a receipt and release or similar document for the income or principal received. My Agent may exercise in whole or in part, release or let lapse any power of appointment held by me, whether general or special, or any amendment or revocation power under any trust even if the power may be exercised only with the consent of another person and even if my Agent is the other person, subject to any restrictions on exercise imposed on my Agent under this power of attorney.

Section 3.21 Power to Renounce or Resign from Fiduciary Positions

My Agent may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

Section 3.22 Power to Disclaim or Release Property Interests

My Agent may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate or intestate succession. My Agent may release or abandon any property interest or power that I may own or hold now or in the future, including any interest in, or right over, a trust, including the right to alter, amend, revoke or terminate the trust. My Agent may claim an elective share in any estate or under any will. But my Agent may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

Section 3.23 Power Regarding Insurance

My Agent may purchase, maintain, surrender, collect, or cancel:

All kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest;

Liability insurance protecting me and my estate against third party claims;

Hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and

Casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

My Agent may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority shall apply to both private and public plans, including Medicare, Medicaid, SSI and Workers' Compensation.

My Agent may decrease or terminate coverage under any insurance policy insuring my life. My Agent may receive and dispose of the cash value received if the policy is decreased or terminated and dispose of the cash value as my Agent considers appropriate.

Section 3.24 Power Regarding Taxes

My Agent may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods.

My Agent may:

Prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA and payroll tax returns on my behalf;

Prepare, sign, and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts (including, but not limited to, the United States Tax Court);

Sign consents and agreements under Section 2032A of the Internal Revenue Code or any successor section and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year;

Pay taxes due, collect and dispose of refunds as my Agent determines appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;

Exercise any election I have under federal, state or local tax law and allocate any generation-skipping tax exemption to which I am entitled;

Engage representation for me in any and all tax proceedings by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals; and,

Settle with the Internal Revenue Service, its agents and representatives, any questions concerning my liability for and the collection, refund or payment of said taxes, and to possess all of the authorities and all of the powers set forth in Form 2848 of the Department of the Treasury, Internal Revenue Service, as amended or revised hereafter, including the power to receive refund checks due to me, from the date of this instrument until this instrument is revoked.

Section 3.25 Power to Deal with My Spouse

My Agent may deal with my spouse on my behalf. In dealing with my spouse, my Agent may partition, transfer and exchange any of my marital property estate, whether separate or community property between my spouse and me. My Agent may enter into and execute on my behalf marital property agreements, partition and exchange agreements or community property agreements or may enforce, amend or revoke any marital property agreement between my spouse and me but only with respect to rights in and obligations with respect to property owned by my spouse, by me or by both of us and with respect to reclassification of management and control over our property.

Section 3.26 Power to Make Gifts

My Agent may make gifts on my behalf. In order to make gifts, my Agent may withdraw assets from any trust created by me or by my Attorney-in-Fact acting within the authority granted in Section 3.18 and from which I may withdraw assets.

For purposes of this power of attorney, my Agent may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

For purposes of this Section, "my beneficiaries" shall mean my wife, my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust.

As mentioned in Section 3.12, my Agent may gift or otherwise spend down my estate for Medicaid eligibility and planning.

My Agent may make gifts on the following terms and conditions:

(a) Continuation of My Gifting

My Agent may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Agent may make gifts in order to assure the continuation of any gifting program initiated by me prior to the time I became incapacitated.

My Agent may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with such individuals.

(b) Gifts to My Agent

I specifically authorize gifts to my Agent, but only a Special Agent appointed under the provisions of Section 7.03 may make gifts to my Agent. My Agent may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(c) Gifts in Excess of the Annual Federal Gift Tax Exclusion

Only a Special Agent appointed under the provisions of Section 7.03 may make gifts in excess of the annual federal gift tax exclusion to my beneficiaries.

If my Agent determines that gifts in amounts in excess of the annual federal gift tax exclusion are in my best interest and the best interests of my beneficiaries, my Agent, by unanimous vote if more than one Agent is serving, shall appoint a Special Agent unrelated by blood or marriage to any Agent to review the facts and circumstances and to decide whether such gifts should be made. I recommend, but do not require, that my Agent select an independent certified public accountant, attorney-at-law, or corporate fiduciary to serve as the Special Agent under such circumstances.

Neither my Agent, nor the Special Agent appointed by my Agent, shall be liable to any beneficiary for exercising or failing to exercise its discretion to make gifts.

(d) Gifts for Tuition

My Agent may prepay the cost of tuition for any of my beneficiaries. My Agent shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

(e) Gifts for Medical Expenses

My Agent may pay medical expenses for any of my beneficiaries as permitted under Section 2503(e) of the Internal Revenue Code. My Agent shall make the payments directly to the medical provider.

(f) Gift Splitting Authorized

My Agent is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code or under similar provisions of any state or local gift tax laws.

(g) Methods of Making Gifts

My Agent may make gifts of my property under this Section outright, in trust or in any other manner that my Agent considers appropriate.

By way of example and without limiting my Agent's powers under this Section, my Agent is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split interest trusts. My Agent may make gifts by establishing and contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies or other similar entities and by making gifts of interests in any of those entities.

To accomplish the objectives described in this subsection, my Agent may establish and maintain financial accounts of all types and may execute, acknowledge, seal and deliver deeds, assignments, agreements, authorizations, checks and other instruments. My Agent may prosecute, defend, submit to arbitration, settle or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Agent may intervene in any related action or proceeding.

My Agent may perform any other act my Agent considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

(h) Standard for Making Gifts

It is my desire that in making gifts on my behalf, my Agent consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(i) Ratification of Gifts

I specifically ratify any gifts made by my Agent under the terms of this power of attorney.

Article Four
Care and Control of Principal

My Agent may, in my Agent's sole and absolute discretion, exercise the following powers with respect to the control and management of my person.

Section 4.01 Power to Provide for My Support

My Agent may do anything reasonably necessary to maintain my customary standard of living, including:

Maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing or making other arrangement for a different residence;

Provide normal domestic help;

Provide clothing, transportation, medicine, food and incidentals; and

Make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 4.02 Power to Provide for Support of Dependents

My Agent may make payments as my Agent deems necessary for the health, education, maintenance or support of my wife and those my Agent determines to be dependent on me for support.

Section 4.03 Power to Protect or Dispose of Property

If my Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home or similar facility, my Agent may dispose of my residence. In so doing, my Agent may sell, lease, sublease or assign my interest on terms and conditions that my Agent considers appropriate.

My Agent may store and safeguard any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Agent may sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate.

As an alternative to storing my tangible personal property, my Agent may transfer custody and possession, but not title, of any property item to the person named in my Will or my revocable living trust as the person entitled to receive that property item on my death.

Section 4.04 Power to Provide for My Recreation and Travel

My Agent may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 4.05 Power to Provide for Religious and Spiritual Needs

My Agent may provide for my religious and spiritual needs, including involvement of religious clergy and spiritual leaders in my care and my membership in religious and spiritual organizations consistent with my religious beliefs. My Agent may purchase religious books, tapes and other materials for my use and benefit.

Section 4.06 Power to Provide for Companionship

My Agent may arrange any form of companionship for me necessary to meet my needs if I am unable to arrange for such companionship myself.

Section 4.07 Power to Make Advance Funeral Arrangements

My Agent may make advance arrangements for my funeral and burial, including a burial plot, marker and any other related arrangements that my Agent considers appropriate.

Article Five
Incidental Powers

My Agent may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this power of attorney, including, but not limited, to the following incidental powers.

Section 5.01 Power to Commence Court Proceedings

My Agent may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including, but not limited to:

> Actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney; provided, however, that my Agent need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;
>
> Actions for mandatory injunctions requiring any person or entity to comply with my Agent's directions as authorized by this power of attorney; and
>
> Actions for actual and punitive damages and the recoverable costs and expenses of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent's directions as authorized by this power of attorney.

Section 5.02 Power to Employ and Discharge Personnel

My Agent may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents and employees to advise or assist my Agent as my Agent considers appropriate.

Section 5.03 Power to Sign Documents

My Agent may sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

Section 5.04 Power to Submit Costs for Payment

If my Agent incurs costs in performing any powers granted under this power of attorney, or in enforcing compliance with the powers given to my Agent under this power of attorney, my Agent may submit those costs to any person who has the authority to pay those costs such as the trustee of my revocable living trust or to my guardian or conservator. My trustee, conservator or guardian shall promptly pay those costs.

Section 5.05 Power Regarding My Mail

My Agent may open, read, respond to and redirect my mail. My Agent may represent me before the U.S. Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

Section 5.06 Power Regarding Memberships

My Agent may establish, cancel, continue or initiate my membership in organizations and associations of all kinds.

Section 5.07 Power Regarding Custody of Documents

My Agent may take, give or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents as my Agent believes appropriate.

Section 5.08 Power to Care for My Pets

My Agent may provide for the housing, support, and maintenance of my pet animals. My Agent may contract for and pay the expenses of their proper veterinary care and treatment. But if my Agent decides that the care and maintenance of my pet animals is unreasonably expensive or burdensome, my Agent may give the pet animals to persons willing to care for and maintain them.

Article Six
Limitation on Powers

All powers granted to my Agent under this power of attorney are subject to the limitations set forth in this Article.

Section 6.01 Tax Sensitive Powers

No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

Cause any income generated by my property to be attributed to my Agent for federal income tax purposes;

Cause the value of any property subject to this power of attorney to be included in my Agent's gross estate for federal estate tax purposes;

Cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or

Discharge a legal obligation of my Agent.

If the exercise of a power by my Agent under this power of attorney would cause any of the foregoing results, a Special Agent appointed under the provisions of Section 7.03 may exercise the power or discretion.

Section 6.02 Life Insurance on the Life of My Agent

No individual Agent may exercise any powers or rights in a policy owned by me that insures the life of that Agent. Any powers and rights regarding the policy will be exercised solely by another Agent serving under this power of attorney, or by a Special Agent appointed under the provisions of Section 7.03 of this power of attorney.

Section 6.03 Prohibition on Power over Prior Transfers

No Agent may exercise any power or authority over any irrevocable trust created by my Agent to which I am a trustee or a beneficiary or any asset given to me by my Agent.

Section 6.04 My Agent to Avoid Disrupting My Estate Plan

If it becomes necessary for my Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Agent, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.
If it is necessary to disrupt the dispositive provisions of my estate plan, my Agent will use his or her best efforts to restore my plan as soon as possible. My Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Agent and to provide copies of documents to my Agent.

Article Seven
Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Agent and those who rely upon my Agent.

Section 7.01 Release of Information

My Agent may release and obtain, as the case may be, any and all information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes from my attorneys-at-law, financial advisors,

insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her duties under this power of attorney.

Section 7.02 Nomination of Guardian of my Person and my Estate

If at any time proceedings are initiated for the appointment of Guardian of my person and my estate, I nominate the person serving, or named to serve, as my Agent under this power of attorney at the time the proceedings are initiated.

If any person I have nominated is appointed Guardian of my person and my estate, I request that the court grant to such Guardian of my person and my estate all or as many of the independent powers listed below as the court shall find appropriate.

The power to contract for the estate, to carry out existing contracts, and so bind my estate.

The power to operate, at the risk of loss to the estate, any business, farm, or enterprise of the estate.

The power to grant and take options.

The power to sell any real or personal property of the estate at public or private sale.

The power to create by grant or otherwise easements and servitudes on any property of the estate.

The power to borrow money on the estate's behalf and give security for the loan.

The power to purchase real or personal property on the estate's behalf.

The power to alter, improve, and repair or raze, replace, and rebuild the estate's property.

The power to lease the estate's property for any purpose (including exploration for and removal of gas, oil and other minerals and natural resources) and for any period, including a term commencing at a future time.

The power to lend the estate's money on adequate security.

The power to exchange property of the estate.

The power to sell estate property on credit if any unpaid portion of the selling price is adequately secured.

The power to commence and maintain an action for partition on behalf of the estate.

The power to exercise stock rights and stock options on behalf of the estate.

The power to participate in and become subject to and to consent to the provisions of a voting trust and of a reorganization, consolidation, merger, dissolution, liquidation, or other modification or adjustment affecting estate property.

The power to pay, collect, compromise, arbitrate or otherwise adjust claims, debts or demands upon the estate.

The power to employ attorneys, accountants, investment counsel, agents, depositories and employees and to pay the expense from the estate's assets.

Section 7.03 Appointment of a Special or Ancillary Agent

If for any reason any Agent is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Agent shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Agent as to the property or with respect to the provision. The Special Agent appointed must be an individual that is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code. My Agent may revoke any such appointment at will.

If my Agent determines that it is necessary or desirable to appoint an Ancillary Agent to act under this power of attorney in a jurisdiction other than this one, my Agent may do so. In making an appointment, my Agent may sign, execute, deliver, acknowledge and make declarations in any documents that may be necessary, desirable, convenient or proper in order to carry out the appointment.

A Special or Ancillary Agent may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Agent. A Special or Ancillary Agent may resign at any time by delivering written notice of resignation to my Agent. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.04 Agent Authorized to Employ My Attorney

My Agent may employ the attorney who prepared this power of attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

Waive any and all conflicts of interest that might arise through such employment;

Authorize the attorney to make full disclosure of my estate plan and business to the Agent; and

Authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Agent

My Agent shall be eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Reimbursement for Expenses and Compensation

My Agent may pay himself or herself, from my assets, fair and reasonable compensation authorized by law for services performed under this power of attorney and, in addition, my Agent may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney. "Fair and reasonable" compensation shall be equivalent to such compensation charged by banks or trust companies which provide similar services and are located in the county in which I reside.

Section 7.07 Liability of Agent

I release and discharge any Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Agent.

Section 7.08 Ratification and Indemnity

I agree that any third party who receives a copy of this document may act under it. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. Further, I ratify and confirm all that my Agent will do or cause to be done by reason of the authority vested by this power of attorney and by law. No person, firm, agency or entity will be obligated to see to the application of any payment delivered to my Agent for or on my behalf.

Section 7.09 Amendment and Revocation

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Section 7.10 Resignation

My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

Section 7.11 Signature of Agent

My Agent shall use the following form when signing documents on my behalf pursuant to this power:

NELVA E. BRUNSTING by [enter Agent's name], her Agent.

Section 7.12 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under the laws of the State of Texas, including, but not limited to, the

powers set forth in Article XII ("Durable Power of Attorney Act") of the Texas Probate Code, as amended. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Agent.

Section 7.13 Use of "Agent" Nomenclature

The word "Agent" and any modifying or equivalent word or substituted pronoun includes the singular and the plural and the masculine, feminine and neuter genders.

Section 7.14 Third Party Reliance

No person who relies in good faith on the authority of my Agent under this power of attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent that:

The authority granted to my Agent under this power of attorney is in effect;

My Agent's actions are within the scope of my Agent's authority under this power of attorney;

I was competent when I executed this power of attorney;

I have not revoked this power of attorney; and

My Agent is currently serving as my Agent.

Any person, entity or institution dealing with my Agent will be entitled to rely upon my Agent's sworn statement that this general power of attorney has not been revoked and that Agent is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution or agency from any loss or claim whatsoever when reliant upon such statement, and to this end, I bind myself, my estate, my heirs, successors and assigns. I vest in my Agent the authority to record this power of attorney at any reasonable time, and to the extend I may lawfully provide, my Agent may do so at any time before the Agent is to act with respect to any third party who may be asked to rely upon this document.

I grant my Agent full power and authority to indemnify and hold harmless any third party who accepts and acts under this Durable General Power of Attorney. No person who acts in reliance on the representations of my Agent or the authority granted under this Durable General Power of Attorney shall incur any liability to me, my heirs, executors, administrators, or assigns as a result of permitting my Agent to exercise any power granted under this Durable General Power of Attorney.

Section 7.15 Effect of Duplicate Originals or Copies

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies (photocopies shall include: facsimiles and digital or other reproductions, hereafter referred to collectively as "photocopy") of this power of attorney and each photocopy will have the same force and effect as the original.

Section 7.16 Governing Law

This power of attorney's validity and interpretation will be governed by the laws of the State of Texas. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible or mixed, wherever located, and whether or not the property is owned by me now or in the future.

Section 7.17 Severability

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight
Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained to me the following:

The power of attorney provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property.

The powers will exist for an indefinite period of time unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.

This Durable Power of Attorney will continue to exist notwithstanding my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: August 25, 2010

Nelva E. Brunsting
NELVA E. BRUNSTING, Principal

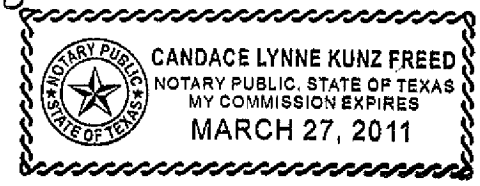
ACKNOWLEDGMENT FOR PRINCIPAL

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared NELVA E. BRUNSTING, as Principal, known to me (or proved to me through satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this day, Aug. 25th, 2010.

Candace D Kunz Freed
Notary Public, State of Texas



THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT AND IS RESPONSIBLE FOR MAINTAINING APPROPRIATE RECORDS OF EACH TRANSACTION, INCLUDING AN ACCOUNTING OF RECEIPTS AND DISBURSEMENTS. AS A FIDUCIARY, AN ATTORNEY-IN-FACT OR AGENT IS HELD TO THE HIGHEST STANDARDS OF GOOD FAITH, FAIR DEALING, AND LOYALTY WITH RESPECT TO THE PRINCIPAL. FAILURE TO ADHERE TO THESE STANDARDS MAY SUBJECT AN ATTORNEY-IN-FACT OR AGENT TO LEGAL ACTION. DEPENDING ON THE DEGREE OF MISCONDUCT, AN ATTORNEY-IN-FACT OR AGENT MAY BE LIABLE FOR DAMAGES OR MAY BE CHARGED WITH A CRIMINAL OFFENSE.

DUTY TO INFORM AND ACCOUNT
Texas Probate Code Section 489B

The attorney-in-fact or agent is a fiduciary and has a duty to inform and to account for actions taken pursuant to the power of attorney.

The attorney-in-fact or agent shall timely inform the principal of all actions taken pursuant to the power of attorney. Failure of the attorney-in-fact or agent to inform timely, as to third parties, shall not invalidate any action of the attorney-in-fact or agent.

The attorney-in-fact or agent shall maintain records of each action taken or decision made by the attorney-in-fact or agent.

The principal may demand an accounting by the attorney-in-fact or agent. Unless otherwise directed by the principal, the accounting shall include:

1. the property belonging to the principal that has come to the attorney-in-fact's or agent's knowledge or into the attorney-in-fact's or agent's possession;
2. all actions taken or decisions made by the attorney-in-fact or agent;
3. a complete account of receipts, disbursements, and other actions of the attorney-in-fact or agent, including their source and nature, with receipts of principal and income shown separately;
4. a listing of all property over which the attorney-in-fact or agent has exercised control, with an adequate description of each asset and its current value if known to the attorney-in-fact or agent;
5. the cash balance on hand and the name and location of the depository where the balance is kept;
6. all known liabilities; and,
7. such other information and facts known to the attorney-in-fact or agent as may be necessary to a full and definite understanding of the exact condition of the property belonging to the principal.

Unless directed otherwise by the principal, the attorney-in-fact or agent shall also provide to the principal all documentation regarding the principal's property.

The attorney-in-fact or agent shall maintain all records until delivered to the principal, released by the principal, or discharged by a court.

If the attorney-in-fact or agent fails or refuses to inform the principal, provide documentation, or deliver the accounting within 60 days (or such longer or shorter time that the principal demands or a court may order), the principal may file suite to compel the attorney-in-fact or agent to deliver the accounting, to deliver the assets, or to terminate the power of attorney.

This section shall not limit the right of the principal to terminate the power of attorney or make additional requirements of, or to give additional instructions to the attorney-in-fact or agent.
Wherever in this chapter a principal is given an authority to act, that shall include not only the principal but also any person designated by the principal, a guardian of the estate of the principal, or other personal representative of the principal.

The rights set out in this section and chapter are cumulative of any other rights or remedies the principal may have at common law or other applicable statutes and not in derogation of those rights.

LAST WILL
OF
NELVA E. BRUNSTING

I, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is ELMER H. BRUNSTING.

All references to "my spouse" in my Will are to ELMER H. BRUNSTING.

The names and birth dates of my 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 my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint ELMER H. BRUNSTING as my Personal Representative. In the event ELMER H. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals as my Personal Representative to serve in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

Third, CANDACE LOUISE CURTIS

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation

to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

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 date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest

(i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for ELMER H. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which ELMER H. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless ELMER H. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of ELMER H. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of ELMER H. BRUNSTING, and this

provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate 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 transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative 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 Personal Representative'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 my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will 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 Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts,

contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will 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 proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by ELMER H. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.

Nelva E. Brunsting

NELVA E. BRUNSTING

The foregoing Will was, on the day and year written above, published and declared by NELVA E. BRUNSTING in our presence to be her Will. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, NELVA E. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

WITNESS

Krysti Brull
11511 Katy Freeway, Suite 520
Houston, Texas 77079

WITNESS

April Driskell
11511 Katy Freeway, Suite 520
Houston, Texas 77079

SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared NELVA E. BRUNSTING, Kristi Brau and April Prysock, known to me to be the Testatrix and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said NELVA E. BRUNSTING, Testatrix, declared to me and to the said witnesses in my presence that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testatrix that the said Testatrix had declared to them that the said instrument is her Last Will and Testament, and that she executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testatrix and at her request; that she was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

Nelva E. Brunsting
NELVA E. BRUNSTING

Kristi Brau
WITNESS

April Prysock
WITNESS

Subscribed and sworn to before me by the said NELVA E. BRUNSTING, the Testatrix, and by the said Kristi Brau and April Prysock, witnesses, on January 12, 2005.

Charlotte Allman
Notary Public, State of Texas

CHARLOTTE ALLMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2006

CANDACE L. CURTIS
1215 Ulfinian Way
Martinez CA 94553

January 3, 2012

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 0290 0000 7314 5063

Ms. Anita Kay Brunsting
De facto Co-Trustee
203 Bloomingdale Circle
Victoria TX 77904

RE: Brunsting Family Living Trust, dated October 10, 1996, as amended
Statutory Demand for Full and Complete Disclosure and Accounting

Dear Anita:

When our Father and Mother created the above-referenced trust, it was a typical trust with boilerplate forms. They filled in the blanks with THEIR intent. It was obvious they wanted everything to go smoothly when they "left this mortal coil", avoiding probate, taxes, AND SQUABBLING. They were BOTH of sound mind at the time and Daddy was quite proud to have done so well for his family. NEITHER PARENT WOULD EVER HAVE CONCEIVED THE NOTION TO PUT ONE SIBLING IN CHARGE OF ANOTHER'S INHERITANCE. Moreover, if you had even SUGGESTED to Daddy that Carl's family be disinherited for any reason, he would have cut you off so quickly your head would spin. As it stands, you have bullied and tricked Mother into thinking she was helping Carl, when in fact she was being used to help YOU cut off (rob) his family.

Reviewing old emails I find evidence of your machinations BEFORE Daddy passed away. These machinations included trying to convince Mother to sell the farm AFTER Daddy passed away. You also tried to convince her that YOU could do a better job with investments than Daddy. Mother was offended by that suggestion and told you so. After he passed away you tried to convince Mother to cancel the last-to-die life insurance policy. You clearly were not thinking of anything but your own selfishness and greed. Finally, I understand that after Daddy passed away you tried to convince Carl to put Carole's and my personal asset trusts in quasi-conservatorship.

If I were in your shoes, I would do some crash reading on fiduciary obligation and, in your particular case, I would begin with the common dictionary definition of the word trust. If that is not clear enough, please refer to Black's Law Dictionary AND Subtitle B,

Sections 111-117, of Title 9 of the Texas Property Code. After that I would consult with a really good criminal attorney.

If, at this juncture, you are wondering if I am questioning your loyalty and trustworthiness, make no mistake about it. The information which has come to my attention, including physical evidence, has me not merely appalled and sickened, but I am emotionally distressed and, quite frankly, a little angry as well.

It is my understanding that you are presently acting as a Trustee for the Brunsting Family Living Trust. As a beneficiary of the Trust, I have standing to demand a written statement of account and other information from you. As a trustee you have a corresponding legal obligation to provide the information requested.

Your failure or refusal to meet your mandatory disclosure obligations is a breach of trust and I hereby demand that you inform me of the identities and contact information for the Trust Protector and the Special Co-Trustee, in writing, immediately, upon receipt of this demand. In addition, at the same time you are to provide me with copies of all appointment documents related thereto.

This letter also constitutes actual and constructive notice of a formal demand for a true and complete copy of all trust related documents including, but not limited to, a full and complete accounting covering ALL transactions since the last accounting, or since the creation of the Trust, whichever is later. To the extent that written statements of account with respect to such trusts have been prepared for any prior period or periods, and have been delivered to any beneficiary, this letter constitutes formal legal demand for true and complete copies of such statements of account.

Had you endeavored to understand your fiduciary obligations, rather than pursuing your own self-interest, you would never have attempted to rupture this Trust, as you would have realized your efforts would be of no avail unless you followed the established rules. Had you followed the rules, attempted changes to the trust would not have occurred and you would never have pretended any alleged changes to be valid.

In so doing you have all but confessed your abject moral bankruptcy and, as opposed to consolidating unbridled power unto yourself, you enmeshed yourself in conflicts of interest and made yourself both liable and culpable. Withholding information you have a duty to divulge only sinks you in deeper.

I am particularly interested in how we got from Carl and Amy as successor co-trustees, with me as alternate, to you and Amy as successor co-trustees AND QUASI-CONSERVATORS of Carl's and my personal asset trusts, WITHOUT ANY NOTICE WHATSOEVER. The last I heard about it from Mother was several years back. She felt Amy was unstable and wanted to replace her with me. She asked me if I would do it and I agreed. Then, all of a sudden, Mother decided it would be easier to replace Amy with you. She said she hoped her decision did not hurt my feelings.

My previous letter pointed you to the law regarding what you must produce to constitute a full and complete accounting. I hereby demand this accounting to specifically include a list describing all gifts, gratuities and compensation received by you, whether from Nelva Brunsting or from the trust Res, including when and how received, as well as copies of all attorney bills paid for with trust funds.

With this letter I also demand a written update as to the status of the last-to-die life insurance proceeds. It has been more than six weeks and based upon your past and present refusal to educate the beneficiaries about this policy, while asking them to sign blank, undated waivers year after year, I am starting to get worried that there is something else we don't know about yet.

Tex. Trust Code Ann. §113.151 provides that ALL of the trust documents and the full and complete accounting be delivered to me within a "reasonable time." Having made a common law demand for accounting mailed December 18, 2011, and receiving no responsive documents, it is my position that a reasonable time is on or before sixty (60) days after your receipt of this statutory demand.

The documents and accounting should be sent to the undersigned at 1215 Ulfinian Way, Martinez, CA 94553, not later than 5:00 p.m., on or before the first business day to occur sixty (60) days after your receipt of this demand.

Please confirm to me in writing, within ten (10) days of your receipt of this demand, that you intend to furnish all of the information requested in this demand on or before the dates specified.

If I do not receive written confirmation within such time, then I reserve the right to immediately file a motion in any court of competent jurisdiction to compel compliance with this demand. Any motion to compel compliance with this demand may also contain a request that, because of your breach of the fiduciary duty to disclose, you, acting in your individual capacity, pay all legal fees and costs incident to the enforcement of this demand.

If you believe this request is over burdensome or unreasonable, you will provide my designated agent with access to the books and records in your possession, and you will do so without delay. You are advised that this will be my last non-judicial effort to compel you to meet your fiduciary obligations. I have everything I need to get an injunction and I would not advise trying my patience any further.

If you have any questions regarding this matter please do not hesitate to contact me in writing to express your concerns. If you have legal counsel you are to communicate through that counsel.

Very truly yours,

Candace L. Curtis

/cc

Cc: Mr. Carl Henry Brunsting
Co-Trustee
5629 Flack Drive
Houston TX 77081

Ms. Amy Ruth Brunsting
Co-Trustee
2582 Country Ledge
New Braunfels TX 78132

Ms. Carole Ann Brunsting
5822 Jason
Houston TX 77074

Ms. Candace Freed
Vacek and Freed PLLC
11777 Katy Freeway
Suite 300 South
Houston TX 77079

CANDACE L. CURTIS
1215 Ulfinian Way
Martinez CA 94553

December 19, 2011

CERTIFIED MAIL R.R.R
ARTICLE NO. 7010 0290 0002 8531 8903
Ms. Anita Kay Brunsting
Co-Trustee
203 Bloomingdale Circle
Victoria TX 77904

CERTIFIED MAIL R.R.R
ARTICLE NO. 7010 0290 0002 8531 8866
Ms. Amy Ruth Brunsting
Co-Trustee
2582 Country Ledge
New Braunfels TX 78132

RE: Brunsting Family Living Trust, dated October 10, 1996, as amended
Formal Demand for Full and Complete Disclosure and Accounting

Dear Amy and Anita,

This letter shall stand as my formal written demand for you to provide me copies of the trust documents forthwith, including but not limited to wills, trusts as amended, declarations of trusts, indentures, death certificates, life insurance policies, and anything else relevant to the trust assets and/or the beneficiaries' beneficial interests.

As co-trustees you are hereby notified that before any of the trust assets are distributed, sold, or otherwise disposed of, you are required to provide all beneficiaries with prior notice, as required by Texas Property Code.

Furthermore, with this letter I demand a full and complete accounting of the trust assets. If you have questions regarding what that entails I suggest you begin by reviewing § 113.152 of the property code. To date I have never received an accounting, therefore, the period covered by this demand shall begin the moment one or both of you became a trustee or in any other manner assumed fiduciary capacity over Mother's financial affairs.

I am quite troubled by the simple fact that I have received no communication from you, of any type, since I left Houston after Mother's funeral. Your distribution of assets and personal effects in direct disregard for our Mother's express wishes is equally troubling.

Your tampering with the intent of our parent's trust constitutes a challenge to that trust under the terms of which you can be disinherited. I do not think you want push to come to shove on these kinds of issues. You both know what you have done and so do the rest of us.

At this juncture, you still retain the opportunity to cure and to save face. As long as we are all in agreement that the original intent of this trust will be the result of the estate's proper distribution, and we are all in agreement with that distribution, court intervention will not be necessary.

However, the conniving, deceitful manner in which you obtained control over the trust, trust assets, and the individual trust accounts for both Carl and myself, may soon be the subject of much inquiry. May I advise you that by accepting both the role of fiduciary AND gifts from the principal, you have consented to have your conduct measured by a higher standard of loyalty. You should also note that the violation of the duty that the fiduciary owes the principal CAN result in a felony conviction. I strongly suggest you execute your fiduciary obligations pursuant to the intent of the original trusts' terms and not according to the terms of your own manufacture.

Sincerely,

Candy

/cc

Cc: Ms. Carole Ann Brunsting
5822 Jason
Houston TX 77074

Mr. Carl Henry Brunsting
5629 Flack Drive
Houston TX 77081

Ms. Candace Freed
Vacek and Freed PLLC
11777 Katy Freeway
Suite 300 South
Houston, Texas 77079

Date	Gift	Stock price	amount		Person	purpose
Mom/Dad were trustees						
12/21/2010	trxfr		$	7,000.00	Amy Brunsting	
1/4/2011	trxfr		$	6,000.00	Amy Brunsting	
6/22/2009			$	1,000.00	Amy Brunsting	college fund
7/14/2009			$	1,000.00	Amy Brunsting	college fund
11/14/2007	chk# 5715		$	5,000.00	Amy Brunsting	
1/20/2006	chk# 5143		$	200.00	Amy Brunsting	
2/11/2002	chk# 3526		$	200.00	Amy Brunsting	college fund
12/31/2002	chk# 3911		$	200.00	Amy Brunsting	college fund
	Total Amy Brunsting		$	20,600.00		
10/2/2009	chk# 6359		$	1,000.00	Andy Curtis	
2/8/2010	chk# 6518		$	5,000.00	Anita Brunsting	
6/24/2009	chk# 6278		$	1,000.00	Anita Brunsting	graduation gift
7/14/2009	chk# 6294		$	1,000.00	Anita Brunsting	college fund
9/8/2009	chk# 6338		$	1,000.00	Anita Brunsting	college fund
10/19/2009	chk# 6403		$	1,250.00	Anita Brunsting	
1/20/2006	chk# 5142		$	200.00	Anita Brunsting	college fund
1/31/2006	chk# 5155		$	150.00	Anita Brunsting	mom wanted to pay for housekeeper
2/21/2006	chk# 5172		$	150.00	Anita Brunsting	mom wanted to pay for housekeeper
4/1/2006	chk# 5233		$	150.00	Anita Brunsting	mom wanted to pay for housekeeper
1/10/2003	chk# 3920		$	200.00	Anita Brunsting	college fund
2/11/2002	chk# 3527		$	200.00	Anita Brunsting	college fund
	Total Anita Brunsting		$	10,300.00		
3/17/2010	chk # 6386		$	750.00	Candy Curtis	
1/27/2009	chk # 6124		$	2,000.00	Candy Curtis	
7/29/2009	chk# 6309		$	4,000.00	Candy Curtis	
7/8/2008	chk # 5917		$	2,000.00	Candy Curtis	
8/3/2009	chk# 5944		$	1,500.00	Candy Curtis	
7/6/2001	trxfr		$	20,000.00	Candy Curtis	

V&F 001171

1/19/2010		$	5,000.00	Candy Curtis	
3/29/2010		$	7,000.00	Candy Curtis	
6/22/2010		$	20,000.00	Candy Curtis	expenses, divorce
	Total Candy Curtis	$	62,250.00		
11/10/2005	chk# 5070	$	10,000.00	Carl Brunsting	
3/12/2003	chk# 3986	$	9,000.00	Carl Brunsting	
4/9/2003	chk# 4017	$	11,000.00	Carl Brunsting	
9/17/2001	chk# 3347	$	2,000.00	Carl Brunsting	
10/6/2010		$	25,000.00	Carl Brunsting	medical bills
2010-2011		$	25,000.00	Carl Brunsting	paid to caretakers directly for his care
	Total Carl Brunsting	$	82,000.00		
6/27/2009	chk# 6285	$	2,000.00	Carole Brunsting	
2/12/2009	chk# 5794	$	500.00	Carole Brunsting	
3/18/2008	chk# 5821	$	250.00	Carole Brunsting	
11/13/2007	chk# 5713	$	600.00	Carole Brunsting	
1/5/2006	chk# 5129	$	1,000.00	Carole Brunsting	loan?
7/1/2006	chk# 5287	$	1,200.00	Carole Brunsting	
3/23/2005	chk# 4785	$	450.00	Carole Brunsting	
12/8/2005	chk# 5090	$	1,500.00	Carole Brunsting	
7/2/2005	chk# 4901	$	350.00	Carole Brunsting	
10/2/2005	chk# 5016	$	2,500.00	Carole Brunsting	
10/21/2003	chk# 4232	$	1,000.00	Carole Brunsting	
12/12/2002	chk# 9878 ?	$	1,500.00	Carole Brunsting	
12/17/2002	chk# 3883 ?	$	5,000.00	Carole Brunsting	
3/23/2010		$	7,000.00	Carole Brunsting	
5/18/2010		$	1,000.00	Carole Brunsting	
10/1/2010		$	20,000.00	Carole Brunsting ? ✓	to fix house
	Total Carole Brunsting	$	45,850.00		
10/2/2009	chk# 6358	$	1,000.00	Kevan Curtis	

Anita became trustee Dec. 2011

V&F 001172

5/11/2011	1120 shares exxon Survivors trust	$ 81.12		90854.4	Amy Brunsting	to pay off house
	Total Amy Brunsting		$	90,854.40		
5/10/2011			$	5,443.22	Anita Brunsting	pay off Luke's truck
6/3/2011			$	5,750.51	Anita Brunsting	pay off Honda for Katie
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$	13,581.00	Anita Brunsting	borrowed against inheritance - for college expenses
6/15/2011	160 shares exxon Survivors trust	$ 78.66	$	12,585.60	Anita Brunsting	borrowed against inheritance - for college expenses
	Total Anita Brunsting		$	37,360.33		
4/7/2011			$	3,000.00	Candy Curtis	property taxes
6/8/2011			$	2,000.00	Candy Curtis	new bed?
6/15/2011	160 shares exxon Survivors trust	$ 78.66	$	12,585.60	Candy Curtis	for reserve after mom passed away to keep helping her w/ expenses if trust money was not available
8/24/2011			$	2,000.00	Candy Curtis	expenses
10/26/2011			$	2,000.00	Candy Curtis	medical bills
11/10/2011			$	2,000.00	Candy Curtis	travel to see mom
	Total Candy Curtis		$	23,585.60		
6/15/2011	1325 shares exxon Decedents trust	$ 78.66	$	104,224.50	Carole Brunsting	to pay off/fix house
	Total Carole Brunsting		$	104,224.50		
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$	13,581.00	Ann Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$	13,581.00	Jack Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$	13,581.00	Katie Riley UGMA (grandchild)	gift for college exp
6/14/2011	135 shares chevron Survivors trust	$ 100.60	$	13,581.00	Luke Riley (grandchild)	gift for college exp

Nelva E. Brunsting, Trustee
Elmer H. Brunsting Decedent's Trust dated 04/01/2009
13630 Pinerock
Houston, Texas 77079
(713) 464-4392

June 15, 2010

Ms. Candace Louise Curtis

_____

_____

Re:B RUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended (the "Trust")

Dear Candace:

Enclosed please find check #_____ from the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as amended (the "Decedent's Trust"), in the amount of TWENTY THOUSAND DOLLARS ($20,000.00). The amount above is an advance on your Trust share/inheritance. Please sign the copy of this letter and return it in the envelope provided, to the attorney who is working with me on Dad's estate.

Sincerely,

Nelva Brunsting, Trustee

By signing below, I acknowledge receipt of $20,000.00 from the Decedent's Trust.
Dated: _____, 2010

_____
CANDACE LOUISE CURTIS

cc: Vacek & Freed, PLLC
Attn: Candace Freed, Attorney
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079

Nelva E. Brunsting, Trustee
Elmer H. Brunsting Decedent's Trust dated 04/01/2009
13630 Pinerock
Houston, Texas 77079
(713) 464-4392

September 3, 2010

Ms. CAROL ANN BRUNSTING
_____
_____
_____

Re: BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended (the "Trust")

Dear Carol:

Enclosed please find check #_____ from the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as amended (the "Decedent's Trust"), in the amount of _____DOLLARS ($_____.00). The amount above is an advance on your Trust share/inheritance. Please sign the copy of this letter and return it in the envelope provided, to the attorney who is working with me on Dad's estate.

Sincerely,

Nelva Brunsting, Trustee

By signing below, I acknowledge receipt of $_____.00 from the Decedent's Trust.
Dated: _____, 2010

_____
CAROL ANN BRUNSTING

cc: Vacek & Freed, PLLC
Attn: Candace Freed, Attorney
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079

Notes/History

Candace Freed,
11777 Katy Freeway, Suite 300 South
Houston, TX 77079

Date Range - All Dates

6/24/2010	2:06 PM	Rich Richers returned my call. He said that Nelva Brunsting asked him to get an atty to write an opinion ltr. He would rather that we have that first and then have a teleconf call w/ him after that, if necessary. I told him that I didn't think CLF knew that Nelva asked that. If CLF still wants a teleconf call, I will call Rich to sched this. Otherwise, we will just wait for the opinion ltr. EM CLF. skp	Summer Peoples
6/24/2010	12:30 PM	I called Nelva Brunsting to tell her that CLF wants a brief teleconf call w/ Rich Richers and her. She said that she can accommodate the sched next wk whenever it's sched. I called Rich to sched appt. He wasn't avail so I had to LVM. I'm waiting for his return call and then will call Nelva to tell her when conf call is. skp	Summer Peoples
6/14/2010	5:12 PM	Returned Nelva Brunsting's call. Resch QBD signing to tmrw @ 11:30am. EM CLF. skp	Summer Peoples
6/14/2010	11:31 AM	Ms. Brunsting called and said she saw CLF last Tuesday 6/8th and thinks she is suppose to come in to sign some papers. Please let her know if this is true and call to schedule. Pls call 713-464-4391EM to CLF c: SKP	Merlin Case
6/11/2010	4:00 PM	CLF made changes to the QBD drafted after AEV adn SSV reviewed them. CLF	Candace Freed
6/10/2010	5:26 PM	Doug Williams of Edward Jones called for SSV re: Q - Left message. CLF returned the call and stated that DT is mandatory income (includes interest and Dividends) and principal for hems at trustee discretion. CLF	Candace Freed
6/8/2010	4:53 PM	Mailed BNY Mellon forms & new W-9. CLF made copy for file. skp	Summer Peoples
6/8/2010	4:43 PM	Visited with Nelva today. She has an appt with her oncologist on thursday and she did indicate that she was not a candidate for chemo in that her lungs were not strong enough. Not sure what course of treatment she will have and they will go over that on Thurs. She said that she was concerned about Candy, her daughter in CA. Candy was adopted by them as a child. She went off to college in CA and met a young man and married him. They both dropped out of college and she has been their ever since. The man has now run out on her adn she has problems making ends meet. She would like to make an early distribution to Candy in the amount. CLF advised that	Candace Freed
6/3/2010	5:25 PM	I called Nelva Brunsting to sched 5/3(f). Set for 6.8.10. EM CLF. skp	Summer Peoples
6/1/2010	9:04 AM	Havign SKP mail the agreement to Ms. Brunsting. She will need to sign and return to us. CKF.	Candace Freed
6/1/2010	8:30 AM	Rec'd atty fee agmt fm Jeremy Saint on behalf of Larry Storm. Put on CLF's chair for rev'w. EM CLF. skp	Summer Peoples
5/27/2010	4:01 PM	Doug Williams of Edward Jones called for SSV (LVM @ 8:52am) re DT acct instr. Re dividends & interest that are to be deposited to ST: 1) is she unable to take principal? 2) is she required to take dividends & int? 3) is it dividends & interest only? Pls call. 713-464-6071. EM SSV & CLF. skp	Summer Peoples
5/27/2010	9:09 AM	Nelva Brunsting called to give us permission to speak with her Broker, Doug Williams (who called earlier and left a voice message with his number), regarding her Trust.EM to CLF/cc:SKP	Merlin Case
5/25/2010	12:11 PM	Rich Richers called for CLF (LVM @ 11:08am) to say that fm all that he has found and discussed w/ other Iowa attys, per the Iowa Code there is no discernable problem w/ a testamentary tr that was revocable and became irrevocable owning farmland in Iowa. Ch 9-H.1 of Corp Farming Law of Iowa, Subsection 22 specifies that a Tr can own property. If CLF needs to talk w/ Rich about this more, pls call. 712-722-3375. EM CLF. skp	Summer Peoples
5/20/2010	10:46 AM	CLF emailed Mr. Storn the information needed for a opinion letter engmt that he is to send. CLF	Candace Freed
5/19/2010	5:11 PM	Going to Oncologist. Theyfound a spot on her liver. She said she would be out of pocket but that she agreed to having an opinion letter done by the atty and to send her whatever she needed to sign. CLF	Candace Freed
5/19/2010	2:10 PM	CLF called Larry Storm at (712)277.4561 to see what he would charge to provide an opinion letter as to whether our bypass trust will qualify as an exception to 9H.1.	Candace Freed

Date Range - All Dates

5/17/2010	11:02 AM	CLF spoke to Steve Molien at the AG office Farm Division. He said that the law is pretty broad and covers a lot but there are more exceptions to the law . Best to get an opinion from a lawyer there in IOWA to ensure that we meet the requirements.He did state that the SiouX county is the farthest point in the state and is rural and the largest town in Siox Center. CLF	Candace Freed
5/17/2010	11:02 AM	Brunsting. Darlene called from the Brokerage Firm and asked some Q's about the set up of th DT. CLF answered her and reminded her that ST was the beneficiary of all the income and Div's - she said she would see if that would be able to be set up. Edwards Jones. CLF	Candace Freed
5/14/2010	12:04 PM	CLF called the IOWA State Atty generals Office and left a message for the Farm Attorney Steve Molien. Need aid in cropland and irrev trust laws. CLF	Candace Freed
5/11/2010	5:20 PM	Rec'd greencard for CMRRR pkgs mailed to MetLife & Chevron. skp	Summer Peoples
5/4/2010	2:20 PM	Mailed fndg ltr & encl to MetLife & Chevron Corp via CMRRR. skp	Summer Peoples
5/4/2010	1:56 PM	I noticed that the Chevron Corp fndg pkg to be mailed to BNY Mellon Services was altered (DT EIN was crossed out and Nelva Brunsting's SSN was written in). CLF said she didn't do that. I called Nelva and she said that she only signed the papers and didn't change anything. The girl at the bank that stamped her medallion guarantee must have done that. I told Nelva that I will change the EIN back by crossing through the handwritten SSN and writing in the DT EIN again. I told her that the papers may get bounced back to us for her to sign them again. We will see what Mellon does. I have made copies for our file. skp	Summer Peoples
4/28/2010	3:23 PM	Rich Richers called for CLF (LVM @ 10:48am). He has spoken w/ several attys in Iowa. They have cked the Iowa Code. They believe that a Testamentary Tr is allowed to hold farmland property in Iowa. Test Tr incl Revocable Tr that was not revoked prior to death and became Irrev Tr after death. That is the interpretation of every atty he has spoke to. It's in the same code section that CLF is citing re definition of Test Tr (Iowa Code Ch 9 H.1). Pls call if there's questions. 712-722-3375. EM CLF. skp	Summer Peoples
4/23/2010	1:18 PM	Met with Ms. Brunsting today. She said she is havign some health issues and needed help with the funding. She is to medallion Guarantee the two letters (Chevron Irrevocabel stock Powernad one other) to deliver the share certificates as well as the death certs and we will take care fo sendign them out for her. CL F advised her we will bill for services. CL F	Candace Freed
4/21/2010	11:01 AM	Called Rich (the CPA in IOWA) and he said he talked with a couple of trust dept people as well as an atty there and they did not see the IRR trust owning such property to be a problem. He said he would look into it. CLF read the previous attroeny opinion form 1996 and gave him teh code sections - He said he woudl do a little research to check it out. CLF	Candace Freed
4/21/2010	10:53 AM	Nelva called again and spoke with Connie - CLF took the call. She is having a difficult time and was having CLF go over each packet prepared for her re: the funding. She seemed a little out of sorts and said she wished she had not even done all this. I told her that I would help her and that while we prepare the funding documents, we have the clients handle it to keep their costs down. CLF told her we would be able to help her but that we charge for those services. She said she needed help. I told her to get the medallion guarantees from teh bank and come in on Friday and we would take care of it. CLF	Candace Freed
4/20/2010	2:33 PM	Called Rich R. the CPA in Iowa. Had to leave a mesage. CLF had sent an email to an Atty in IOWA on Wealthcounsel and never received a response. CLF	Candace Freed
4/20/2010	11:41 AM	Nelva Brunsting called and wants to set up a mtg. to go over her to do List. She does not understand some of the items. Pls. call 713-464-4391EM to CLF cc: SKP	Merlin Case
4/1/2010	3:42 PM	CLF discussed brunsting with SSV. there is not trust protector is this trust although Ms. B can have some flexiability with the way the kids get the trust assets and then add QBD with PATs. CLF	Candace Freed

Date Range - All Dates

3/26/2010	11:34 AM	CLF reviewed the deed and found the following issues:US deeds advised that an revocable trust is the only trust that can own agricultural cropland. CLF noticed this and that the deed said it was a undivided 1/2 interest which is not correct. CLF to review with SSV to determine what is to be done. CLF	Candace Freed
3/25/2010	2:20 PM	CLF reviewed the Trust and the issues with CHIP and we came to conclusion that the Trustee has sole and absolute discretion wit h regard to distributions. CLF advised her that she should check to see who the bene of the policy is (Owner is the Trust of whaich	Candace Freed
3/24/2010	1:54 PM	CLF called Ms. Brunsting and advised her that Anita was calling. CLF told her that it was best for Candace not to take a distribution from teh ILIT and that she would rather Nelva loan her the money rather than to do so from the ILIT. CLF	Candace Freed
3/16/2010	4:50 PM	Rec'd US Deeds Iowa Deed for Nelva Brunsting to sign. Also rec'd bill fm US Deeds for cost of Deed prep and filing. skp	Summer Peoples
3/15/2010	3:24 PM	LVM for Anita Brunsting to tell her that CLF deferred this question to AEV and that he will advise her of response. EM CLF & cc AEV & SSV. skp	Summer Peoples
3/12/2010	10:00 AM	Anita Brunsting called regarding parents Trust: (Nelva) 361-550-7132.There is a Life Insurance Policy in the LT (In fact, that is the only thing in the Trust) that the kids have to sign a waiver each year, waiving their right to any funds. Her sister wants to take her share. Is this possible?Pls. call to discuss.EM to CLF cc: TS	Merlin Case
3/4/2010	4:35 PM	Rec'd greencard fm CMRRR of fndg bk mailed to CPA. skp	Summer Peoples
3/4/2010	9:06 AM	Holly fm US Deeds EM me needing more info prior to prepping DT Deed. Replied to her EM and attached copy of death cert. skp	Summer Peoples
3/4/2010	8:00 AM	MCC said that Nelva Brunsting did come by the office on 3.1.10 to pick up her fndg bk. Now I only need to complete the US Deeds for Iowa property. Once that has been signed, pd for, and recorded, then this file will be completed. skp	Summer Peoples
2/25/2010	8:59 AM	Nelva Brunsting said she would be by the office today or tomorrow to pick up her copy of the fndg bk. skp	Summer Peoples
2/25/2010	8:28 AM	File pd in full. CMRRR fndg bk to CPA. Called client to pick up her copy. May close file in 2 wks, by 3.15.10. Merely holding file on site for any questions CPA has. skpMailed to:MR. RICHARD K. RIKKERS, CPA KROESE & KROESE, CP 540 NORTH MAIN AVENUESIOUX CENTER, IOWA 51250	Summer Peoples
2/24/2010	1:12 PM	Clf spoke to Rich Richers. CLF got his email address explained abt the IRS letter and he said he would handle it. Told him to expect a CMRRR from us as well with the Funding Books. CLF	Candace Freed
2/24/2010	12:04 PM	CLF had 5/3 with Ms. Brunsting. She took her p ackets with her. The only ones that may be an issue is aid with the Broker at Edward Jones to allocate stocks and the Credit Union Acct that has titling in the name of Elmer. Ms. B brought a copy fo the insurance policy that was Travelers and John deere. It actually paid out but through metlife (she did not know that it had moved over there). It was 3735.00 and some $13.51 in interset. Discussed options isnce the IT was the beenficiary. She said she would rather over allovate to the ST than redo the DT allocations again. Made changes to teh AE and had her sign off. Made change the funding allocation porposal (tab 4) and replaced it. Showed LT as beneficiary but allocated 100% to her ST. CLF to call teh CPA in Iowa and email in PDF the IRS letter that she received. Also advised her that I would send the funding book to him direct.CLF called CPA and obtained the following address. Also left a message for the CPA to call and give email address. LVM. Address:Krouse & Krouse540 North Main Avenue Sioux Center Iowa 51250	Candace Freed
2/24/2010	10:02 AM	CLF reviewed the Fundign Package and made chagnes to the fundign documents. CLF	Candace Freed
2/10/2010	12:30 PM	EM order form to US Deeds for Quit Claim Deed to be prepped for Iowa property to trans it fm FLT to DT. skp	Summer Peoples
2/10/2010	10:02 AM	I called Nelva Brunsting to obtain her medical agents' info for me to draft docs. skp	Summer Peoples

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Candace Freed,
11777 Katy Freeway, Suite 300 South
Houston, TX 77079

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1/25/2010	12:15 PM	Rich Richers returned CLF's return call (LVM @ 10:21am) because they need to issue 1099 for rent pd to Tr (?). He needs to take care of this this wk and wants to clarify some things. Pls call. 712-722-3375. EM CLF. skp	Summer Peoples
1/25/2010	11:54 AM	CLF returned the call to Rich Richers.712-722-3375. -Ms. B has farmland that is leased out and she rec'd a check from made out teo the FLT. He is the Family CPA and handles all of the work for them. I explained we have not funded yet but that when we do, if I am remembering correctly, the land was Elmers and therefore would likely be allocated to his Dt but that all income is required to be pushed out to her thus I told her it was ok for now to use her social for the FLT till we split. CLF advised him that he would be getting a funding bk on completion.	Candace Freed
1/21/2010	5:23 PM	Rich Richers (last name?) called for CLF (LVM @ 2:09pm) because he is working w/ Nelva Brunsting and has 1099s to issue to LT. 1041 to be prepared this yr. He needs to confirm what needs to be done. He needs LT tax ID#. Pls call. 712-722-3375. EM CLF. skp	Summer Peoples
1/20/2010	12:36 PM	CLF talked with Ms. B and she needed to know what the tax ID forthe family trust was. I told her for now its her social. She is coming in for 5/2 on Jan 27 at 10:00 am. for PM2. Sending her the AE but we need confirmation on the MetLife Amoutn and the 3735.00 policy of insurance and if it was in effect. CLF was advised by Ms. B that the MEtlife policy proceeds that paid out by check went to Ed Jones. CLF had final review of AE today 1/20/2010, CLF	Candace Freed
1/20/2010	11:46 AM	NELVA BRUNSTING CALLED FOR CLF SHE WANTS TO MAKE AN APPT TO SEE HER.EM to CLF/cc:TS	Merlin Case
1/19/2010	5:19 PM	Nelva Brunsting called for CLF (LVM @ 3:00pm). Pls call her. She needs to talk w/ CLF for a little bit. EM CLF. skp	Summer Peoples
11/10/2009	5:08 PM	Nelva Brunsting dropped off add'l asset info. Put in LLM's inbox. EM LLM. skp	Summer Peoples
10/15/2009	4:49 PM	Returned Mrs. B phone call from ysterday and apologized for it. She just wanted to verify the policy # we were questioning of being valid. She said she thought this would be the last of what she needed to do and will be checking on that. llm	Leticia Meador
10/14/2009	4:37 PM	Nelva Brunsting called (LVM @ 11:21am) to reconfirm the # of Met Policy that might still be in effect. Pls call. EM LLM. sk	Summer Peoples
9/24/2009	3:51 PM	CLF called Nelva - Asked her if the ILIT was funded and she was continued to make the Gifts to the trust. She said yes, it owns a 2nd to die policy and Greg and AL set it up. I told her to contct her CPA when its tax time and make sure that they are filing a form 709 each year to preserve the GST. She beleives that teh Value of the policy was 250,000.00 2nd to die. CLF	Candace Freed
9/24/2009	3:45 PM	Clf rev'd the AE. Need a couple of payout of LifeInsurance payments info from Ms. B as she sends. The AE will need to be updated with those amounts, sign block added and sent to MS. B for the note to set 5/2. CLF	Candace Freed
9/24/2009	9:29 AM	CLF called Ms. B to discuss the asset lists and the information that Tisha has requested from her. -Not sure that the Ohio	Candace Freed

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9/23/2009	10:10 AM	Recd TC from Mrs. B. She said she had the deposit slips on the life ins payouts. She still has not recd the Chevron. She said one payout went to I think she said Ed Jones for bonds. She again asked about coins and the watch that she doesn't understand why we need that. They are more a sentimental thing and not worth much. That CLF did not have that on her to do list. She thought that everything she brought in the other day would suffice, it was all the things on the list. She said she is tired of dealing with other people. That first she meets w/CLF and then SK and now me. She doesn't think that anyone knows what they are doing and we need to get that straight. I asked her who was dealing w/and she said SK. I told her that we are CLFs asst. That's what we do, we assist CLF. That I do one thing & SK does another. She would like for me to ask CLF @ the coins/watch and get back to her to have CLF call her. I told her I would do that and she just hung up. She was not a friendly sounding person. I thought it would be easiest having her give us copies of the payouts or ltr since the intake form showed there were @ 5 policies. After entering the info we have, there are 9 policies! I guess I have to req Form 712s in order to get the payout amount? And what about the coins & watch??? EM CLFcc SK. llm	Leticia Meador
9/22/2009	5:03 PM	TC to Mrs. B. to see if she has recd the ins payouts. She said she thought she had given us everything on the "to do" list. The ins payouts was not on it. She sounded a bit confused and said she will have one of her kids help her. The coins and the watch are not worth much she said. I also asked about the Transport Holding stock and she said she had not heard of it. Will check w/CLF to see if I need to keep this info or remove. EM CLF. llm	Leticia Meador
9/17/2009	4:39 PM	Nelva Brunsting dropped off asset info for CLF's attn. Put in LLM's inbox. EM CLF & LLM. sk	Summer Peoples
9/16/2009	8:36 AM	CLF returned her call. She has her To Do list ready and she will drop things off tomorrow. I asked her to give us at least a week to process it and and we'lllet her know if there is any additional info needed. CLF	Candace Freed
9/15/2009	5:14 PM	Nelva Brunsting called for CLF (LVM @ 10:26am) because she thinks she has all that she needs to change LT to ST. Pls call. EM LLM & cc CLF. sk	Summer Peoples
9/1/2009	3:34 PM	Ms. Brunsting called and wanted to know what the tax ID # was of the Trust. I spoke with Summer and told her to use her Tax ID# as long as the Trust has not been sub-divided.	Merlin Case
8/24/2009	12:06 PM	TC to Mrs. Brunstiing to see how she is coming along on the to do list. She said she has most of the info except Chevron, they forgot to inform them of the death. So she is waiting on a ltr from them and then she will bring it in. I also reqd copies of payouts on the life ins policies and copy of the check she recs each March on her annuity at MetLife. She said it would be easier for her to bring it all in so I told her I'd make copies when she comes in and give her orig back. llm	Leticia Meador
7/29/2009	5:44 PM	CLf caleld and talked with Ms. Brunsting. She is ok to use the HCAD value. She says its low but its not 250K low. CLF told her that its fine. CLF	Candace Freed
7/27/2009	12:22 PM	Nelva Brunsting called for CLF (LVM @ 11:36am) re 2009 HCAD for HS value. Will that suffice for realtor's opinion on FMV for HS? Pls call her. EM CLF. sk	Summer Peoples
7/22/2009	4:32 PM	CLF	Candace Freed
7/22/2009	9:52 AM	t/c w/ Mrs.B. She requested, and I gave her, Laura Jungeblut's address for her to send Laura a card. She said that they thought so much of Greg and he was so helpful.	Susan Vacek
6/29/2009	12:12 PM	Ms. Brunsting called and needs to get an appraisal for the Value of a house.She called a realtor and was told there would be a charge for the appraisal and Candace has said that this could be done at no charge. Ms. Brunsting wants to know who Candace uses that does this for no fee. Pls. call.	Merlin Case
6/8/2009	4:52 PM	Rec'd DOD values fm Darlene of Edward Jones. EM LLM & cc CLF. sk	Summer Peoples
6/2/2009	5:04 PM	Rec'd signed engage ltr. She already pd 1/2, so no pymt was incl. sk	Summer Peoples
5/28/2009	12:53 PM	Mailed engage ltr for PM2. No amt due at this time because 1/2 pymt ($1,750) already made. Balance due: $1,750. sk	Summer Peoples

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5/26/2009	1:47 PM	CLF called Darleen Back. Wanted to call the home office to find out how they would be filing the new accoutn so that she could trade. cannto do so if left in Elmers social for now. I told her that it needed to be titled int eh name of the trust with Nelva as Tee for now ans we would be splitting hte trusts at a later date. She asked whether there were restrictions on investments under the trust? No, who were the tee's (Nelva alone) and who were the successor Tee's(Anita and Carl); Also advised her that the Trust at this point is technically irrevocable for Mr. Brunstings share and that once we split it Ms. Brunsting share is revocable. For now its going to be in her Social secuirty number until splitting so that she can trade and mangage the funds as she needs to.	Candace Freed
5/26/2009	7:34 AM	From: Merlin Case Sent: Friday, May 22, 2009 12:15 PMTo: Candace Freed; Susan VacekCc: Leticia L. Meador; Summer KennanSubject: Brunstring Trust, Darleen w/Edward Jones 713-464-6071Candace, Darleen sent Ms. Brunstring an account form and Mrs. Brunsting just signed it and sent it back. She did not fill in any information. Darleen needs to talk to you to get the info to fill in the form. Pls. call.	Summer Peoples
5/21/2009	2:48 PM	Rev'd engamt letter for PM2. CLF	Candace Freed
5/21/2009	2:38 PM	CLF called Darleen Back again. SHe said they opened a new Trust acct int he name of the LT and used Nelva's social. I told her that is fine. We will provide for the split of the account at such time they will get a letter of what or which to move into a new DT acct. CLF	Candace Freed
5/12/2009	7:56 AM	Darleen fm Edward Jones called for CLF (LVM on 5.11.09 @ 4:15pm) re: IRS doesn't allow the dec'd grantor's SSN to cont to be used. Pls call her. 713-464-6071. EM CLF & SSV. sk	Summer Peoples
5/11/2009	4:40 PM	CLF met with Nelva Brunsting. PM2 and SUbtrust Funding. Paid $1750.00. Iowa Property needs to be valued and Life Insurance is unknown in value. Client still has not located the original bound Trust portfolion that was restated in 2005. Duplicate Original was bound with Binder Clips and a copy made for hte 3 ring binder. CLF instructed client to store the original in the safe deposit box. Awaiting additiona asset info. CLF spoke to Darleen at Ed Jones and Ms. Brunsting fgave permission to discuss the estate with her. they wanted to know what ss# to put on LT account. CLF told htem that likely PM2 and would be dplitting getting a Dt Ein. However, if they needed to do so they could lave in LT name and put Nelva's social but she prepferred that we do all at the saem time. CLF confirmed that Nelva in either case would be able to manage the investments and it was confirmed that yes, as a trustee she would. CLF	Candace Freed
5/6/2009	1:34 PM	Nelva Brunsting returned CLF's call fm yesterday (LVM @ 9:15am). She needs to make 5/1 appt w/ CLF. I called her to sched 5/1. She wanted to come in tomorrow, but CLF has not availabilty on her calendar. Set 5/1 for Mon, 5.11.09 @ 2pm. I told her what to bring to appt and gave her the new office address & location. EM CLF. sk	Summer Peoples
5/5/2009	3:20 PM	ACCT: 309 MSG: 2550001047 CALLER ID: 7134644391 TAKEN: 05/04/2009 11:58:12 SAADELIVERED: 05/04/2009 11:59:25 SYS! TO: To: CANDACE L. KUNZ-FREEDFr: Nelva BrunstingCo: ClientPh: (713)464-4391ad: 13630 PINE ROCK Houston, 77079Re: CALL FOR PERSON REQUESTEDHAS QUESTIONS ABOUT HER HUSBAND'S DEATH CERTIFICATE	Candace Freed
5/5/2009	3:20 PM	CLF called and lvm that she tried to call last night and that she could hear Nelva but Nelva could not hear me. CLF	Candace Freed
4/6/2009	2:18 PM	Rec'd file fm storage. sk	Summer Peoples
4/6/2009	7:59 AM	MCC ordered file fm storage. sk	Summer Peoples
4/3/2009	11:11 AM	4/3/2009 11:09 AM NoteElmer BrunstingDOB: 9/29/1921 SS#282-32-8905	Candace Freed
4/3/2009	11:03 AM	CLF rec'd message from the AS that nelva had called. Elmer passed away on April 1, 2009. Calendar to call in a few weeks to set an appt. CLF	Candace Freed
7/16/2008	11:43 AM	Rec'd pymt of $250 for docs and mtg w/ CLF on 7.1.08. sk	Tonya Lyrock

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7/1/2008	5:45 PM	Nelva, Elmer and one son came in for Nelva to sign the new COT which states that Elmer is no longer able to handle his financial affaris and doctors letter were attached. Also, signed Appt of Succ Tee. Nelva is to make sure that she can find at least one (if not both) of the Restatment to LT and the amendment done. Old original documetns are in the fire safe in 5th floor workrom in the black cabinet 2nd drwr still. DO not destroy until confimred they have found the Restated trust and Amendments as Mr. B is NCM.Nelva did not have a check book therefore she will mail the check for $250 to us. CLF	Candace Freed
6/30/2008	10:17 AM	Nelva Brunsting called to sched appt w/ CLF. 4 appt set for T, 7/1 @ 3:30pm. EM CLF. sk	Tonya Lyrock
6/16/2008	8:41 AM	Received files from storage.	Tonya Lyrock
6/11/2008	11:19 AM	CLF talked w/ AEV re 2 doctors ltrs. CLF is still going to meet w/ client today and just amend the docs accordingly. I called Nelva Brunsting to tell her same, and she offered to just postpone the mtg until she rec'vs the 2nd ltr. I asked CLF and CLF got on the phone to talk w/ Nelva about whether or not they are going to meet today. sk	Tonya Lyrock
6/11/2008	10:38 AM	Per CLF, I called Nelva Brunsting to inquire about the 2 doctor's ltrs. She says she has one but the second one is hard to get because the office is busy/the nurse isn't that helpful. She thinks that she might need to write a ltr to that doctor to request a ltr. I told her that I would let CLF know about this (she's in ct at a hrg) and we would get word to Nelva by noon if we need to resch appt since we don't have the 2 ltrs. She needs to know by noon because her son who is succ Tee is coming w/ her to the mtg, so she'll have to tell him. EM CLF. sk	Tonya Lyrock
6/10/2008	5:11 PM	Requested file from storage, Box # 12 & 370	Tonya Lyrock
6/4/2008	10:45 AM	Spoke to Nelva Brunsting and she was upset that she was told that she sould have to work with someone knew. Most of her frusteration is likely delaiong with Mr. B who has altheimers. I asked how he was and she said he had gotten worse. She wanted to change the Succ Trustees to Anita and Carl as Co instead of Carl and Candace as Co Tees since Anita seemed to know more abt the trusts. CLF told her she would make the change and asked whether she had gotten doctors lletters yet re: the ability or inability of Mr. Brunsting to handle his financial affairs. She will be getting the Doctors letters and needs new COT for the sole acting tee with the doctors letters attached. CLF wrote it up and they are coming in on June 11th to sign it. CLF	Candace Freed
6/4/2008	10:02 AM	Nelva Brunsting called again for CLF. I told Nelva that CLF asked me to call her and that is one of the calls I was going to make today. CLF suggested that Nelva meet w/ RPC for 4-appt. Nelva said, "Ma'am, how many attys do you have there? I have already talked w/ CLF and thought I'd be mtg w/ her. I'm getting tired of being shuffled fm atty to atty." I explained that CLF does Tr Admin & Estate Admin and RPC does EP. CLF would brief RPC on the particulars so that he would know what is happening. She said she would still have to "explain everything all over again!" Oh my! So I offerred to let her talk w/ CLF and see what she'd recommend. I passed call to CLF. sk_____From: Candace Freed Sent: 06/03/2008 10:27 AMTo: Summer KennanCc: Ronald P. Chin; Cathy DriskellSubject: RE: Nelva E. BrunstingSummer, Please call her and set an appt No. 4 with Ron. I will fill him in. I am not sure what changes she wants to make. Her husband and she were in recently. He is already ncm I think. Suffers from Altheimer's. We have her old originals - stored in one of the fire safes in the office as she could not locate her updated documents and I did not want to destroy the old until she called and said she had found them. Thanks Candace_____From: Summer Kennan Sent: Tuesday, June 03, 2008 10:23 AMTo: Candace FreedSubject: FW: Nelva E. BrunstingAny clue who this is regarding? (So I can look up in ACT before I call client back.) Thanks._____From: Bridget D. Gonzalez Sent: 06/03/2008 10:00 AMTo: Summer KennanSubject: Nelva E. BrunstingShe was wanting to schedule a appointment with CLF due to a few changes. I wasn't really sure on how or what was needed. Her number Is 713-464--4391	Tonya Lyrock

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11/6/2007	6:50 PM	CLF spoke to Nelva. She wants to take Elmer off her MEDPOA and also wants to change per DGPOA. His cannot be changed at this junture since he is likely ncm. CLF	Candace Freed
9/19/2007	9:55 AM	Spoke to Nelva this mornign and Elmer seems to ge getting worse as to the dementia. I advised her to go ahead and get the 2 doctors ltrs that state he is unabel to make financial decisions. She is brigning the 2005 document originals to be reviewed by CLF to make a few changes. She would like to replace Amy with Anita and I also suggested we remove Elmer in her docs as well as long as we were there making the changes for them so that he is not listed as first agent. She agreed this would be more appropriate at this point.CLF	Candace Freed
8/15/2007	3:03 PM	Confirmed appt for 8/16	Candace Freed
7/31/2007	10:47 AM	Rescheduled Apt. for 8-16-07 at 2PM. (tel)	Tonya Lyrock
7/23/2007	4:51 PM	Confirmed seminar reservation	Candace Freed
1/12/2005	1:01 PM	They came in today to sign a restatement. Mr. Brunsting broke into tears and almost lost it every time he would talk about his mom and the living will. I got the impression from Mrs. B that this happens quite quite often.	Cathy Driskell
2/1/2003	1:20 PM	06/21/2001 1:41p - BMS - mailed LT deed to Harris County to record.06/21/2000 5:25p - AEV - casual conversation about the funding at death with elmer as a result of our newsletter.06-25-1999 08:44a- AEV - ref him to zuelhke for real estate work (d/t for daughter's house)02-07-97 15:24 - CED - Printed notepad02-07-97 15:11 - CED - drafted ILIT02-04-97 15:10 - CED - TC w/Greg Jungeblut. Prepare ILIT for them to come in and sign. Anita as Trustee, Carl-First, Amy-Second, Distribution same as LT. $300.0011-14-96 10:52 - JHD - Printed all data11-14-96 10:34 - JHD - Printed all data10-11-96 11:48 - AEV - considered setting up 400k farm in iowa into an flp (suggested by the ml broker Ms. Wise) -- quoted 5k for flp and add'l costs -- he will just go ahead and gift liquid amounts to kids to get the estate down. He will not qualify for 2nd to die.09-30-96 17:20 - AEV - tc with Mr. B: all about ilits and heritage trusts for his grandkids (500each)Originated by: (CED-Cathy Driskell) on 09-30-96 - 15:32----------Please call him at home after 4:00 p.m. today. 464-4391.He has discovered that his estate is more than he thought -- a little more than $1.4 million. He would like to discuss tax saving methods. Seems open to other type trusts, such as heritage trusts for grandkids?09-26-96 15:03 - JHD - Confirmed appt. with Mrs. Brungsting for 9-27-96 at 2:30.09-23-96 08:56 - MLC - sent confcard	Susan Eckles

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11/18/2010	8:08 AM	E-mail sent	Email to all Brunsting Sibs re: Moms DOC Visit	Candace Freed

From: Candace Freed
Sent: Wednesday, November 17, 2010 4:39 PM
To: 'occurtis@sbcglobal.net'; 'at.home3 @yahoo.com'; 'Anita Brunsting'; 'Carole Brunsting'
Subject: Nelva Brunsting

Amy and Family, Thank you for the update on your mom, Nelva Brunsting. The purpose of the conference call and the suggestion that Ms. Brunsting be evaluated was based solely on conversations that I had with Ms. Brunsting and to let you all know that I had concerns based on those conversations. If she has been evaluated by her physician and you as a family are comfortable with his or her diagnosis, then you have addressed the concerns that I had. I appreciate your letting me know the opinion of the doctor. I hope your mom is doing well and she continues to improve.

Please let me know if I can be any further assistance.

Very truly Yours,

Candace L. Kunz-Freed
Attorney at Law

Date Range - All Dates

11/7/2010	7:30 PM	E-mail sent	email from Amy T - Daugh re: moms evaluation at the DOC **From:** Amy Tschirhart [mailto:at.home3@yahoo.com] **Sent:** Sunday, November 07, 2010 7:33 PM **To:** Candace Freed **Subject:** Re: Brunsting trust Hi Candace, I took mom to her appointment with Dr. White on Friday. Carole insisted on being there also since she has medical power of attorney. Dr. White has known our family for a long time and when he realized that he was in the middle of a family dispute, he was reluctant to make a decision on mom's competency. He spoke with mom and encouraged her to let someone else handle her finances. He also said she should not be driving anymore. I asked him to write you a letter stating whether mom was competent or not and he said he would call you, but he'd rather not write a letter. It is his opinion that at times she might be competent, but at other times she is not. I thought there was a more precise method of evaluating competency based on observed behavior. Dr. White's phone number is (713) 978-7975 if you need to reach him. After you talk with him, please let me know what you would like us to do. I can make an appointment with a neurologist if you need a more definitive answer. Thanks, Amy Tschirhart (830) 625-8352 daytime (830)822-2388 cell	Candace Freed
11/2/2010	9:32 AM	Field Changed	Field changed Field Client DOB changed from "10/07/26 7:00:00 PM" to "09/28/21 7:00:00 PM"	Summer Peoples
11/2/2010	9:32 AM	Field Changed	Field changed Field Spouse DOB changed from "09/28/21 7:00:00 PM" to "10/07/26 7:00:00 PM"	Summer Peoples
10/28/2010	11:30 AM	Field Changed	Field changed Field Last Results changed from "" to "See CLF for this Client. skp"	Summer Peoples

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10/25/2010	10:21 PM	Call Completed	Candace Freed

teleconference with Brunsting Children
carol, anita, amy and candy. 1 hour 10/25/2010

advise them the reason for the call was that I was increasingly concerned about Ms. B's last few change requests to the trust. In speaking with her it seems that she is not recalling what has been done in the last few months and what was not. The purpose of the call was to let them know I was concerned and that I understand their mom is going through treatments for pneumonia and sometimes memory can be impaired by medication or it could be a sign of something else. I was asking that they get together and that with the trust as it is at this point and with the current POA for finances, that they work together to determine how best to help their mom at this time.

It seemed to me that Carol did not want to Oust mom from the position of trustee. She would like a doctors opinion before doing so. I said I thought it would be a good idea. The main thing is to help Ms. B handle things if she needs it at this point and if she is willing to allow that perhaps what is in place will suffice with a bank account that Carol has access to in order to help MS. B. pay bills etc. Carol seemed put off by this and she thinks mom has selective memory if she does not want to deal with explanations.

Anita and Amy both seemed concerned about signs they have seen as well as to whether Ms. B is having a difficult time (forgetting who she has talked with, whether she has seen Carl lately and whether she has requested the transfer of funds from Edward jones to cover checks she is writing.

All seemed concerned abt moms driving and I suggested that perhaps coming from the Doc to Ms. B would be more palatable. Nonetheless, I had to continue to redirect conversation as to why we were all on the phone to gether and that was to tell them my concerns and that they should talk with their mom and see what they all agreed was in her best interest.

There were numerous concerns about whether Ms. B should be making payments or advancing money to her son Carl for his care. Carol was adamant that it was mo ms choice and that they should all support that and Carl is to come home on Tuesday and needs care givers for a while abt 8 hours a day and that her mom could pay for that. Discussion became about the sister in law and why could she not help by applying for disability or aid and that their mom is compelled to aid the dil for the sons sake etc.

Date Range - All Dates

10/25/2010	12:07 PM	E-mail sent	Resch 5/1 teleconf appt I EM the kids to inform them of the ph# to call and the access code to dial for today's teleconf call that has been resch fm last wk. The call is sched for 5pm CST. skp	Summer Peoples
10/14/2010	4:03 PM	Call Completed	Schedule a teleconf call I called Nelva Brunsting to give her the toll free 800 number for Monday's teleconf call. She said that her son Carl may not be able to attend since he is sick w/ encephylitis (or however you spell it) and is not doing well. I told her that one of her dau's already told me this. (Apparently Nelva forgot that she has already informed us of this and made changes to her LT when she removed Carl fm serving as a succ Tee.) Nelva asked what this teleconf mtg is abt. I told her it's abt the changes she wants to make to her LT and to discuss this w/ the kids. I told CLF that she will need to call Nelva 5 mins or so before the teleconf call to remind her to call in at 6pm. I also EM the four daus the conf call info and asked that they talk w/ each other to make sure that they all know about the conf call and ph # to call in, etc. skp	Summer Peoples
10/13/2010	11:15 AM	Call Completed	Carole called and wanted to know what the meeting was about I told her that it was about her moms condition and what the trust says now and what can be done at this point. She said she thought that changes were made and it was done and that she was fine with it. I told her that based on my conversation with her mom and that she was wanting to change things again after talking w/her that she would see a need to meet regarding her moms condition .She said she was welll aware of her moms condition and that she thought it was all taken care of. I told her that its not and I highly recommend she be a part of this meeting. I also thought that since she got on the phone and questioned why things were done a certain way and why was she not informed and put on there since she is the one in houston and the one that has to wait until her sister(s) take care of things or communicate with her to get things done. Thus, we need to discuss why mom is calling to make changes so often and cannot remember why - The email was sent to not alarm anyone. CLF	Candace Freed

Date Range - All Dates

10/13/2010	10:19 AM	E-mail sent	& rec'd Carole Brunsting may not be able to attend teleconf. She asked what the mtg is for? Will it be a problem if she doesn't attend? CLF advised me to respond that the mtg is re changes to their mom's LT. If they cannot meet, then it will simply mean that they have no say so in changes to their mother's LT. Rec'd EM fm dau Amy confirming Mon 2pm appt is ok for her. She also asked if they could meet sometime before 11am. I will let CLF resopnd to that question. skp	Summer Peoples
10/13/2010	8:43 AM	E-mail sent	Schedule an appt I EM the 4 kids to coordinate a time for a teleconf call next wk. I gave them 4 openings that CLF has on her calendar. THe 4 kids and mom need to coordinate a time and get w/ me on an appt time. I called & LVM for Anita Brunsting on her cell to tell her same. skp	Summer Peoples
10/11/2010	3:01 PM	Call Completed	EM sent to Anita I called Anita Brunsting & she returned my call (as I was leaving her a VM). CLF needs all Anita's siblings EM addresses to coordinate a teleconf call. I asked Anita if she could provide this info for CLF ASAP so a teleconf can be sched. skp	Summer Peoples

Notes/History

Candace Freed,
11777 Katy Freeway, Suite 300 South
Houston, TX 77079

Date Range - All Dates

10/11/2010	2:30 PM	Call Completed	Candace Freed

Call to Ms. B with SSV regarding the changes requested.
-Called Ms. Brunsting to discuss the requested changes and concerns I have that she is making these changes again so soon.

-I asked if she recalled the changes that were made and she said no, not really. I reminded her that we have taken care of the following: Taking son Carl off and replacing him with Anita and Amy as Co-Trustees. POA with Anita and Amy as alternate. She said she did remember these. Carl has ensephylitus.

-I reminded her of the early distribution modifications that were made and she said yes but did not recall who they were to. Were they to Carl? I told her Candace and Carol. Note: She did make a gift to Carl but I am not certain whether she maid it an early distribution or advance on his trust share.

-I explained to her that she is my client and I am concerned about the changes she requested at this point and that perhaps at this time, based on our conversations, that its best not to make any changes at this time, to have a family meeting via telephone and make a determination of what needs to be done, at this point, if anything. She said that sounds fine and she appreciates it. I asked how Carl was doing and said that it had been a few days and that she had talked with him on the phone. He can draw now and although she talked with him it was difficult to tell how well he was progressing and that it will be a slow process. He is in rehab now and she is not sure when he will be going home.

- I suggested that the family meeting could omit him due to his condition adn that we do not want to cause any undue stress on him and his personal recovery. She agreed. I did tell her that we would contact one of the children who is in contact with Carl (she said it should be Carol as she goes and checks on him every other day or so) and that she would know best whether he was in any shape to have such conversations.

-I also suggested that it is important for the family to talk together and discuss her needs and what needs to be done, if anything at this point regarding her finances and her trust/estate plan and how the family can best serve her needs.

I asked her for contact information for the children so that summer can contact them and set a time and date for the conference call. She said that would be fine and thank you.

Date Range - All Dates

10/11/2010	10:18 AM	Call Completed	I spoke w/ Nelva Brunsting and advised her that unfortunately CLF will not be able to make th appt today to meet w/ her at the house but CLF would like to call her at that time to discuss some options. She was fine w/ that. I didn't say anything more as to why the appt was CAN or what the discussion would be about. EM CLF. skp	Summer Peoples
10/7/2010	1:42 PM	Call Completed	Ms. B called back She would like to make some changes to the trust. She would like to name Carol and Anita as Co-trustees and change the POA (Fianncial) to Carol. I asked her if she was being compelled to make the change and she said no. This is what she wanted. I told her Ok and that I would have the documents drawn up and come by on Monday at 2pm. CLF	Candace Freed

Date Range - All Dates

10/7/2010	12:28 PM	Call Completed	Candace Freed

Call to Nelva Brunsting by CLF to discuss issues of which Anita was concerned
October 7, 2010 - Spoke to Nelva. I asked her if it was Ok to talk since she has a caregiver coming in to help her and I wanted to ensure that it was an appropriate time to talk. She said yes that her Daughter Carol was there helping her out. I told her that Anita had called She confirmed that she was in the hospital for a short Bit and that she was home and on breathing treatments. She did not understand why Edward Jones did not transfer the funds. I told her that she should contact Ed Jones and ask them to check why the funds were not transferred and that it cost her in bank fees. She said she would. Arbrubtly a voice came thru also on the line unbeknost to me that she was on the line was Daugh Carol who stated that from her checking that she was not sure that Ed Jones had gotten an instruction and that even if they did, that there would have been enough time to sell anything and sweep funds to cover the check. I recommended to ms. B that if she wants to make the gift that is her decision and I have no opinion as to the gift. However, I would recommend that she make the check payable 13K to Carl and 12 to his wife so that there is a paper trail for the IRS and that she stays below the gift tax allowance. She said she understood and she said that she should have done that in the first place.

Ms. B then said that Carl has ensephlytis and that he needs to be taken off things. I reminded her that we had already taken care of these things a few weeks ago and she said, Oh thats right. Carol piped up and said that while it was taken care of that Anita and Amy were put on as the Succ tees and that she was the one that was here and close by and that she is having to wait on answers from the Sibs to take care of things here. She needs to be the one named on there as the Succ Tee with Anita. I told her that it was up to Ms,. B and that I am not certain as to why it was decided by anyone how the tees should be named the last go around but that it was always something that could be modified. I suggested that if Ms. B wanted to resign as tee she could name anyone she wants and that its revocable by her ant anytime. I also suggested an account that sweeps cash into it periodically for her to have to writer her own checks for things but then the trustee can take care of writing out large checks and bilsl etc for her if she needs help with that. She said that she liked the idea of that. I suggested that Carol be on the account with mom since she is local. Carol stated that while its well and good that she thinks she should be CoPOA. I explained that companies do not like Co-POAs b.c they have to be able to rely on

Date Range - All Dates

10/6/2010	6:00 PM	Call Completed	Call to Anita Brunsting Cell. returned. Anita is concerned about Her mom. She was placed int he hospital a few weeks ago (her mom got phneumonia which with her compromised lungs is not that unusual, however, she mentioned ot her other sister that she was stressed out over the pressure she is getting from Dll (wife of her son that is in the hospitla - Carl) that she should be helping them out as to medical bills and the like. She was concerned about what her mom did in that while it was a single check for 25K to her son Carl for them to use - aside from the gift tax implications that CLF had already discussed with her mom her concern was that mom did not even make sure the money was in the account and the check bounced. the worst was that mom could not remember if she even called the broker to tell him that she needed money transferred over to her checking account to cover the check. She is concerned abt moms ability to handle things and mom has expressed concern abt the pressure she is feeling. I went over the options with Anita and suggested that if mom is willing to resign, that it is the best option for her to accept the resposibility for now and that she can open an account in moms name alone, w/her as a co-signer, and POD to the trust so that mom can have the freedom to write checks but that it will be monitered. Anita advised that Ms. B was having a hard time getting around. I suggested that I would go to Ms. B's house since she lives so close and take care of things at her instruction. I explained that I would need to discuss what this menas with Ms. B first before I prepare any documents. I also would be able to ascertain her condition at signing as well. CLF awaiting word from Anita as to how to handle. CLF	Candace Freed
10/6/2010	4:45 PM	Call Received	Anita Brunsting (dau) called (LVM @ 12:41pm) re questions abt POA & gifting. Mom gave bro $25K instead of paying medical bills directly. She has questions abt the POA clause in LT. Pls call. 361-550-7132. EM CLF. skp	Summer Peoples
9/2/2010	5:22 PM	Letter sent	Distr form ltr mailed CLF drafted distr ltr for Nelva Brunsting to sign and send to Carol Brunsting. See T:\ for copy. skp	Summer Peoples

Notes/History

Candace Freed,
11777 Katy Freeway, Suite 300 South
Houston, TX 77079

Date Range - All Dates

9/2/2010	1:37 PM	Call Received	Nelva Brunsting called for CLF (LVM @ 10:38am) re dau Carol who wants $20,000 donation against her heritage. Pls call to discuss. She isn't sure how this was handled for her dau Candy. EM CLF. skp	Summer Peoples
8/17/2010	9:58 AM	Field Changed	Field changed Field Spouse Type changed from "" to "Deceased;Living Trust"	Summer Peoples
8/17/2010	9:58 AM	Field Changed	Field changed Field Marital Status changed from "Married" to "Widowed"	Summer Peoples
8/17/2010	9:57 AM	Field Changed	Field changed Field ID/Status changed from "" to "Client"	Summer Peoples
7/29/2010	10:11 PM	Contact Linked	Linked to company Elmer H. Brunsting	Susan Vacek
7/29/2010	8:45 PM	Field Changed	Field changed Field ID/Status changed from "Living Trust" to ""	Susan Vacek
7/14/2004	2:10 PM	Field Changed	ID/Status - Living Trust	Candace Freed

Notes

Date	Time	Regarding	Record Manager
2/8/2012	9:34 AM	gave the recorded deed paperwork to SKP. bms	Beth Spiller
1/25/2012	10:44 AM	Survivor's Trust deed is back from being recorded in Harris County.	Beth Spiller
10/18/2011	9:53 AM	In sorting thru a storage box for another client file, I came across an envelope for this Client. I have added to the PM file we have here on site. skp	Summer Peoples
8/4/2011	9:34 AM	Copied Brunsting LT and related First AMN & QBDs for Jim Blackburn, atty for Carl Brunsting. Carol Brunsting is supposed to be dropping by the office to rev'w these docs prior to us mailing them to Jim. I have the envelope of the copied LT and docs on my desk by my inbox. EM MCC & cc CLF. skp	Summer Peoples
7/27/2011	12:52 PM	Review of Engmt Ltr for consult re: PAT trust amendments for Nelva Brunsting.	Candace Freed
7/26/2011	8:34 AM	Engage ltr (hourly) for rev'w. skp	Summer Peoples
7/20/2011	1:25 PM	CLF needed file fm storage. It was just abt to be sent to storage. Currently, everything in it that needed to be scanned has been scanned. I have put the file in CLF's file cabinet in her office. It will likely need to be added to another box later, as it will be larger. I have removed it fm the list on Box 538 and will add another file there instead. skp	Summer Peoples
6/1/2011	8:24 AM	File previously scanned and was boxed to send to storage when Client called again for add'l work. File is now sent to storage in Box 538. skp	Summer Peoples
2/15/2011	11:44 AM	Drafted 3rd QBD & 2 fndg ltrs for CLF's rev'w. skp	Summer Peoples
7/28/2010	9:01 AM	Rec'd ck for $250 fm Nelva Brunsting. I'm thinking that she submitted this to pay for the De Koster fee. We already added the $250 De Koster fee to our last Invoice (dtd 7.13.10) mailed to her. She pd in full for this. I told her that I would shred this $250 ck. She also asked what she needed to sign (US Deeds). She said she will come by the office to sign before a notary. EM CLF & cc MCC. skp	Summer Peoples

Date Range - All Dates

7/21/2010	1:25 PM	Rec'd full pymt ($290.81) fm Nelva Brunsting. skp	Summer Peoples
7/20/2010	3:07 PM	CLF returned call to Nelva's daughter Anita. Asked how she was doing. She is feeling okay. She has cancer on the liver but its the lungs that she has issues with that keep her treatment of the liver cancer from being able to handle the treatments. Worse over, her Brother Carl has ensephalitus and is in the hopsital. 3 weeks now. She is concerned for several reasons: 1- Not sure what the outcome for the brother is going to be or if he will recover. This may be problematic in that they are not certain his wife will not take off with the money or actually use it for his care 2-He is the first agent under POA 3-He is on the MEDPOA fo rmom 4-He is a Co-Tee w/Anita Comments from sil (Carl's wife) to Nelva was that she wished she would go on and sitrbute Elmers share of the trust since Carl had said he wanted her to have something and if Carl dies then his daughter would get it all. I suggested the following but that it needed to come from Nelva - 1. Aptt Succ Tee changign Carl out to another co tee with Anita 2. PAT QBD so the Co-tee can flips Carl's trust into a supplmental needs trust have the Co-Tees have the right to name their own succ tee of Carl's trust should he fully recover 3. Nelva can make unlimited gifts to Carl of Doctor bills paid directly to the provider Dtr or Hospi gift tax free 4. Med POA updated to add Anita and Take Carl off (move him down at least) - He is currently listed as No.1 I recommended these be done in a timely fashion since Ms. B is dealing with her own health issues. CLF	Candace Freed
7/20/2010	11:58 AM	Anita Brunsting called for CLF (LVM @ 11:12 am). 361-550-7132 calling on behalf of mom Nelva. If you'd give me a call, I'd appreicate it. EM to CLF cc SKP. llm	Leticia Meador
7/13/2010	4:36 PM	Mailed original opinion ltr fm Iowa atty, his Invoice ($250) and our Invoice ($290.81 - which includes his $250 fee, as we are paying this directly and Nelva Brunsting is to reimburse us). Also incl return enve. Nelva is to call me to arrange a time for her to come by the office to sign US Deeds so we can mail that for recordation. skp	Summer Peoples
7/7/2010	4:18 PM	Rec'd full pymt ($395.87) fm Nelva Brunsting for hourly fees. skp	Summer Peoples
7/7/2010	8:47 AM	Rec'd Opinion letter from Iowa Atty that Dt will qulaify under definitiion of testamentary trust and thus will allow for an irrev trust to own the Cropland. Email to SKP. Please prepare a bill for the opinion letter received. Keep a copy of the opinion letter for our files and send Ms. B the original with a bill from us. Do a check request to Joanne for the law firm fee and pay the bill for her and we will get reimbursed by her. We need her to come in and sign the deed from the LT to the DT and notarize. Then send the deed back to US Deeds for recording. thanks	Candace Freed
7/1/2010	12:07 PM	Rec'd VF copy of signed receipt & distr fm Candace Louise Curtis. Filed in file. EM CLF. skp	Summer Peoples
7/1/2010	10:26 AM	Mailed Invoice ($395.87). Incl return enve. skp	Summer Peoples
6/25/2010	1:52 PM	CLF called Rich to explain the issue. They are closed on Fridays. Left him a message. Ext 105 - Left him a message that it was my recommendation that we get n opinion letter from an atty in IOWA and that if he had already gotten one that we would like a copy of it for the file. Otherwise we recommneded that she get one. CLF	Candace Freed

5521
5521

RECORDED
SIOUX COUNTY IOWA
2010 SEP 23 PM 3:58
FILE 2010 CARD 5521
Anita K. Van Bruggen
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 1840 E. 54th Street, Davenport, IA 52807 (563) 445-7400
Return To: The Vacek Law Firm, PLLC 14800 St. Mary's Lane, Suite 230, Houston, TX 77079

INDIVIDUAL TRUSTEE'S AFFIDAVIT RE:

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

I, NELVA E. BRUNSTING, being first duly sworn (or affirmed), under oath depose and state of my personal knowledge:

1. I am the Sole Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, and any amendments thereto, to which the above-described real estate was conveyed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, pursuant to an instrument recorded the November 18, 1996 in the Office of the County Recorder of Sioux County, Iowa, as Document #5407.

2. That ELMER H. BRUNSTING died on April 1, 2009, a resident of Harris County, Texas.

3. That this trust provides that upon the death of ELMER H. BRUNSTING, all of the income and principal of the trust assets are to be held, administered, and distributed for the benefit only of the surviving spouse, lineal descendants or ascendants, legally adopted children or stepchildren and therefore no Iowa Inheritance Tax Return was required, none was filed nor is contemplated to be filed.

4. That no administration has been commenced, and none is contemplated, in connection with the ELMER H. BRUNSTING.

5. The gross assets of the ELMER H. BRUNSTING Estate including any Trust property, assets held in joint tenancy, held in life insurance, retirement plans or IRA's, and any other assets did not exceed $3,500,000.00. As such no federal estate tax return was required, none was filed nor is contemplated to be filed.

6. I am the presently existing Successor Trustee under the Trust and am authorized to sell the above-described real estate, without any limitation or qualification whatsoever.

7. The trust is in existence and the Successor Trustee is authorized to transfer the interests in the real estate as described above, free and clear of any adverse claims.

Nelva E. Brunsting
Nelva E. Brunsting, Affiant

STATE OF Texas)
SS
COUNTY OF Harris)

On Aug. 25, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared, Trustee of the Trust, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he, as such Trustee, executed the same as the voluntary act and deed of himself, of such Trustee and of said Trust.

Candace Lynne Kunz Freed
Notary Public in and for said State

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

VOL 0011199

5522
5522

RECORDED
SIOUX COUNTY IOWA

2010 SEP 23 PM 3:59

FILE 2010 CARD 5522

Anita K. Van Bruggen
A. VAN BRUGGEN RECORDER

STATE OF IOWA
Sioux County, ss:
Entered for taxation this 24
day of Sept A.D., 20 10
Sioux County Auditor
fee 9-24-2010 dlw

Prepared by: Dennis D. Duffy, 1840 E. 54th Street, Davenport, IA 52807 (563) 445-7400
Return To: The Vacek Law Firm, PLLC 14800 St. Mary's Lane, Suite 230, Houston, TX 77079
Address tax statement: Brunsting Family Living Trust, 13630 Pinerock, Houston, Texas 77079

TRUSTEE'S WARRANTY DEED
STATE OF IOWA, Sioux County

For the consideration of Ten Dollars and other valuable consideration,

NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 2996 and any amendments thereto,

does hereby Convey to:

NELVA E. BRUNSTING, Trustee of the ELMER H. BRUNSTING DECEDENT'S TRUST dated October 10, 1996,

an undivided one half interest the following described real estate in Sioux County, Iowa, to wit:

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

The Grantor does Hereby Covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated.

The Grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number according to the context.

The consideration for this transfer is less than $500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Dated: 08/25/2010

Nelva E. Brunsting Trustee
Nelva E. Brunsting

STATE OF Texas)
SS
COUNTY OF Harris)

On Aug. 25, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared, Trustee of the Trust, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he, as such Trustee, executed the same as the voluntary act and deed of himself, of such Trustee and of said Trust.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Candace D Kunz Freed
Notary Public in and for said State

COPY

Nelva E. Brunsting, Trustee
Elmer H. Brunsting Decedent's Trust dated 04/01/2009
13630 Pinerock
Houston, Texas 77079
(713) 464-4392

June 15, 2010

Ms. Candace Louise Curtis

Re: BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended (the "Trust")

Dear Candace:

Enclosed please find check #_____ from the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as amended (the "Decedent's Trust"), in the amount of TWENTY THOUSAND DOLLARS ($20,000.00). The amount above is an advance on your Trust share/inheritance. Please sign the copy of this letter and return it in the envelope provided, to the attorney who is working with me on Dad's estate.

Sincerely,

Nelva Brunsting

Nelva Brunsting, Trustee

By signing below, I acknowledge receipt of $20,000.00 from the Decedent's Trust.
Dated: JUNE 29, 2010

CANDACE LOUISE CURTIS

cc: Vacek & Freed, PLLC
Attn: Candace Freed, Attorney
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079

Nelva E. Brunsting, Trustee
Elmer H. Brunsting Decedent's Trust dated 04/01/2009
13630 Pinerock
Houston, Texas 77079
(713) 464-4392

June 15, 2010

Ms. Candace Louise Curtis

Re: BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended (the "Trust")

Dear Candace:

Enclosed please find check #_____ from the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as amended (the "Decedent's Trust"), in the amount of TWENTY THOUSAND DOLLARS ($20,000.00). The amount above is an advance on your Trust share/inheritance. Please sign the copy of this letter and return it in the envelope provided, to the attorney who is working with me on Dad's estate.

Sincerely,

Nelva Brunsting

Nelva Brunsting, Trustee

By signing below, I acknowledge receipt of $20,000.00 from the Decedent's Trust.
Dated: JUNE 29, 2010

CANDACE LOUISE CURTIS

cc: Vacek & Freed, PLLC
Attn: Candace Freed, Attorney
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079

Law Firm Copy

BNY Mellon Shareowner Services
P.O. Box 358333
Pittsburgh, PA 15252-8333

BNY MELLON
SHAREOWNER SERVICES

May 11, 2010

NELVA E BRUNSTING TR UA OCT 10 96
THE ELMER H BRUNSTING DECEDENTS
TRUST
13630 PINEROCK
HOUSTON TX 77079

Company Name	CHEVRON CORPORATION
Account Key	ELMERH--BRDT--0I00
Investor Id	125175509293
Case Number	201005100002901
Telephone Number	800-368-8357

Dear Investor:

We have received your request regarding an account registered with BNY Mellon Shareowner Services. However, we are unable to comply with your request for the following reason(s):

The Form W-9 submitted is obsolete. The Internal Revenue Service (IRS) requires the most current version of the form on file. Attached is a current Form W-9 for you to complete.

Also, there were 'Incorrect box/boxes selected' on the W-9 form that you submitted.

a) Under the field titled 'Certification: Under penalties of perjury.....', only **ONE** of the following five boxes should be checked: 'Individual/Sole Proprietor', Corporation', 'Partnership', 'Limited Liability Company' or 'Other'.

b) If you select 'Limited Liability Company', you must also select one of the three tax classification choices: 'Disregard entity' 'Corporation', or 'Partnership'.

c) If you select 'Other', please read the IRS instructions enclosed with the W-9 form and make an entry on the line to the right.

Note: Under Internal Revenue Service (IRS) regulations, we are required to withhold 28% from all payments made to an account without a certified Taxpayer Identification Number (TIN). If your account was uncertified at the time of a payment (i.e. sale check, dividend, etc.), the backup withholding tax cannot be refunded. You may claim this as a tax credit when filing your year-end income tax return. You may also consult with a tax advisor or visit the website www.irs.gov for instructions on how to claim the amount withheld.

Please return this coupon with any further correspondence

ELMERH--BRDT--0I00
125175509293

Case Id: 201005100002901

7676 4238611

V&F 001202

We have enclosed a new Form W-9 for you to complete.

Please resubmit your request, if applicable, along with the above information and the attached coupon, and we will process it accordingly.

If you have any additional questions or concerns, please call our Customer Service Center at the number listed above. You may also access your account on the Internet at the following address http://www.bnymellon.com/shareowner/isd .

Sincerely,

BNY Mellon Shareowner Services

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Nelva E. Brunsting, Trustee of the Elmer H. Brunsting Decedents Trust
Business Name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited Liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -------
☒ Other (see instructions) ▶ Irrevocable Trust
☐ Exempt Payee

Address (number, street, and apt. suite no.)
13630 Pinerock

City, state, and ZIP code
Houston Texas 77079

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| |

or

Employer identification number
27 1645 3100

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See instructions on page 4.

Sign Here Signature of U.S. person ▶ X Nelva E. Brunsting Date ▶ 6/8/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

similar to this Form W-9

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business

V&F 001205

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under The Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000	Generally, exempt payees 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

name, sign and date the form.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to getan SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to register, you must out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and SSN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax exempt organization	The organization
10. Partnership or multi member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school, district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has a SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnership on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Chevron Corporation
c/o BNY Mellon Shareowner Services
P.O. Box 358015
Pittsburgh, PA 15252

Re: Reissuance of Stock Certificate Number ZQ SFZ 862711
Stock Name: **Chevron Corporation**
Number of shares: 612

To Whom It May Concern:

My spouse has passed away. Enclosed is the above-referenced stock certificate for re-registration as follows. The mailing address should remain as indicated above. I request that dividends be paid by check to the address above.

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Elmer H. Brunsting Decedent's Trust is 27-6453100.)

cate of Trust verifying the
r authorizing this transfer
spouse.

leted in order to make this
Candace L. Kunz-Freed,
531-5800.

unsting

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chevron Corporation
c/o BNY Mellon Shareowner Services
P.O. Box 358015
Pittsburgh, PA 15252

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAY 08 2010

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7001 2510 0006 0864 7427

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7001 25

Sent To **Chevron Corporation**
Street, Apt. No., or PO Box No. c/o BNY Mellon Shareowner Services
P.O. Box 358015
City, State, ZIP+4 Pittsburgh, PA 15252

PS Form 3800, January 2001 See Reverse for Instructions

Transfer of Stock Ownership Form

BNY Mellon Shareowner Services
P.O. Box 358010
Pittsburgh, PA 15252-8010

Section A – Issuer Name

Company Name

CHEVRON CORPORATION

Cusip Number

166751107

Account Key

Section B – Current Shareowner

Investor ID or SSN/TIN

282-32-8905

Registration/Name and Address exactly as it appears on your certificate or statement

ELMER H BRUNSTING & NELVA E
BRUNSTING TR UA OCT 10 96
BRUNSTING FAMILY LIVING TRUST
13630 PINEROCK
HOUSTON TEXAS 77079

Section C - Shares To Be Transferred

Original Stock Certificate Shares* **To Be Transferred**: 612

+ **Book-entry Shares To Be Transferred**: 0.00

= **Total Shares To Be Transferred**: 612.00

*Please attach and send the actual, original stock certificates together with this form.

Lost Certificates
Please call 1-800-370-1163

Section D – Required Signature and Medallion Signature Guarantee

The undersigned hereby irrevocably constitutes and appoints BNY Mellon Shareowner Services as attorney to transfer the shares with full power of substitution in the premises.

Signatures must be guaranteed by a participant in a **Medallion Signature Guarantee Program.**

Signature: Nelva E. Brunsting

Signature: _____

Date: 4/23/2010

Each registered owner must sign his/her name exactly as it appears on the account, or an authorized person must sign in his/her legal capacity.

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Section E - New Shareowner(s) Account Type

If you wish to divide your shares between two or more owners individually, please use additional copies of this page.

Account Type

Check One ☐ Individual ☐ Joint ☐ Custodial ☑ Trust ☐ Estate ☐ Corporation
☐ Other:_____(please specify)

Section F - New Shareowner(s) Account Information

Total Shares to be Transferred to this Account

612.00

Registration/Name and Address of New Owner

NELVA E BRUNSTING, TRUSTEE OF THE
ELMER H BRUNSTING DECEDENTS TRUST
DTD APRIL 1 2009 AS ESTD UTD 10/10/96
13630 PINEROCK, HOUSTON TX 77079

Section G- Taxpayer ID Certification (Substitute Form W-9)

(To be completed by the new shareowner)

YOUR ACCOUNT MAY BE SUBJECT TO BACKUP WITHHOLDING AT THE APPLICABLE RATE
IF YOU DO NOT COMPLETE THIS SUBSTITUTE FORM W-9.

All new security holders are required to sign and return this certification. If the requested information is not known at the time of the transfer or the new owner is not available to sign, a W-9 Form will be mailed to the new shareholder(s) once the shares are transferred. The new shareholder may go online to www.bnymellon.com/shareowner/isd and certify their Taxpayer Identification Number.

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) .....
☑ Other (see instructions)

27-6453100, as originally written

New Shareholder's Taxpayer ID Number 27-6453100 → ~~481-30-4685~~

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not require to sign the Certification, but you must provide your correct TIN.

Sign Here | Signature of U.S. person Nelva E Brunsting Date 4/23/10

IRREVOCABLE STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Tax I.D. Number: ~~27-6453100~~ ~~[illegible]~~ 27-6453100, as originally written

IF STOCK, COMPLETE PORTION	{	612 shares of the common stock of **Chevron Corporation** represented by Certificate No. ZQ SFZ 862711 standing in the name of the undersigned on the books of said Company
IF BONDS COMPLETE THIS PORTION	{	_____ Bonds of _____ in the principal amount of $_____, No(s) _____ inclusive, standing in the name of the undersigned on the books of said Company

The undersigned does hereby irrevocably constitute and appoint BNY Mellon Shareowner Services transfer agent, to transfer the said stock on the books of the company, with full power of substitution in the premises.

DATED this 23 day of April, 2010.

MEDALLION SIGNATURE GUARANTEED:

Nelva E. Brunsting

Nelva E. Brunsting, Trustee of
the Brunsting Family Living Trust
dated October 10, 1996

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
Nelva E. Brunsting, Trustee, of the Elmer H. Brunsting Decedent's Trust

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ► Irrevocable Tru

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
13630 Pinerock

Requester's name and address (optional)

City, state, and ZIP code
Houston, Texas 77079

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.
Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
~~481-30-4685~~

27-6453100 or

Employer identification number
~~27-8453100~~

Part II Certification

as originally written.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — **Signature of U.S. person** ► Nelva E. Brunsting — **Date** ► 2/24/2010

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. Person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

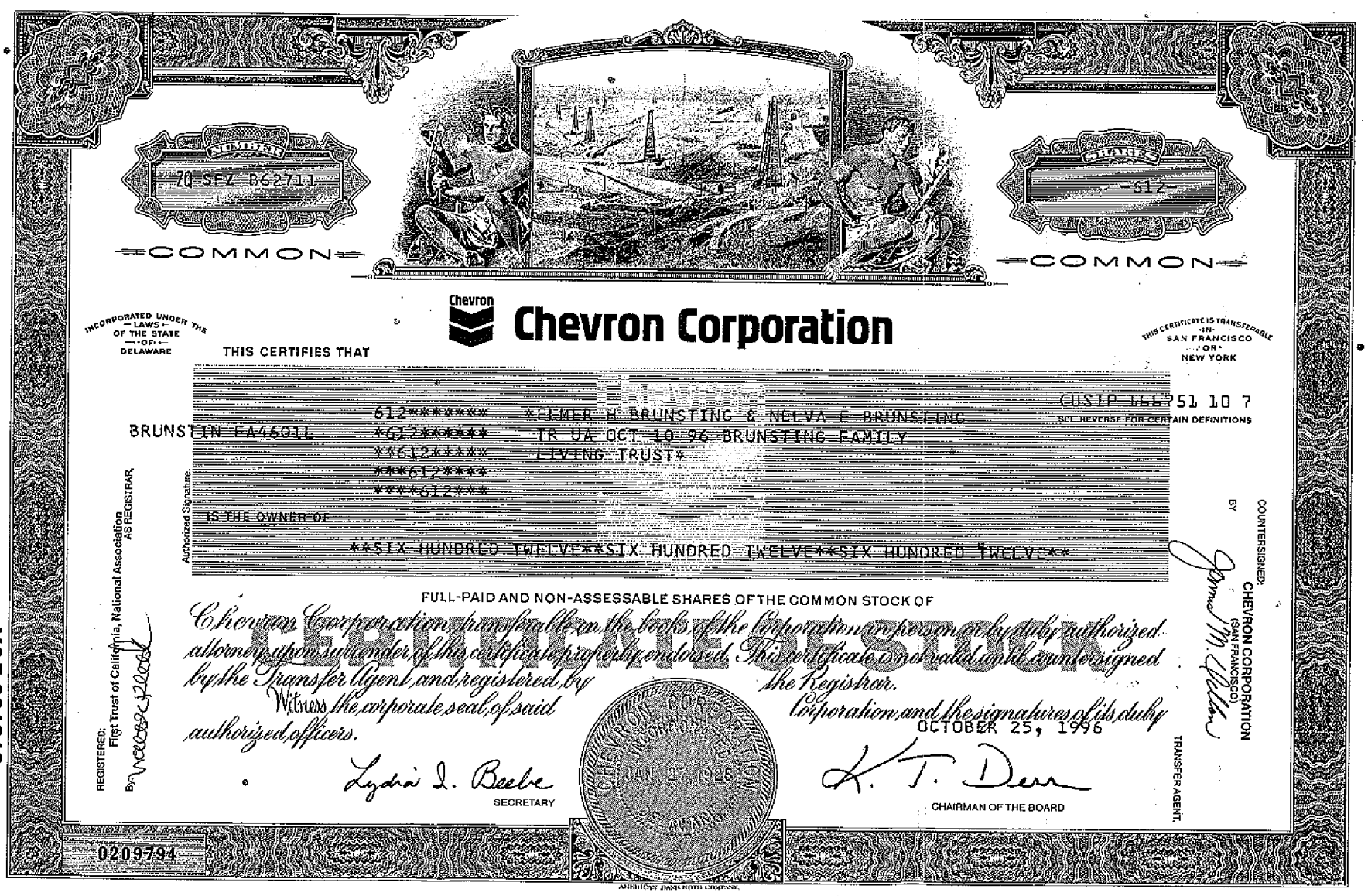
Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



NUMBER
ZQ SFZ 862711

SHARES
-612-

COMMON

COMMON

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

Chevron Corporation

THIS CERTIFICATE IS TRANSFERABLE IN SAN FRANCISCO OR NEW YORK

THIS CERTIFIES THAT

612******** *CLMER H BRUNSTING & NELVA E BRUNSTING
*612******* TR UA OCT 10 96 BRUNSTING FAMILY
612*** LIVING TRUST*
612*
****612***

CUSIP 166751 10 7
SEE REVERSE FOR CERTAIN DEFINITIONS

BRUNSTIN FA460IL

IS THE OWNER OF

SIX HUNDRED TWELVESIX HUNDRED TWELVE**SIX HUNDRED TWELVE**

FULL-PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK OF

CERTIFICATE STOCK

Chevron Corporation, transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate is not valid until countersigned by the Transfer Agent, and registered by the Registrar.

Witness the corporate seal of said Corporation, and the signatures of its duly authorized officers.

OCTOBER 25, 1996

Lydia I. Beebe
SECRETARY

CHAIRMAN OF THE BOARD

CHEVRON CORPORATION (SAN FRANCISCO)
COUNTERSIGNED BY
TRANSFER AGENT

REGISTERED:
First Trust of California, National Association
AS REGISTRAR,
By
Authorized Signature

0209794

ABBOTSON BANK NOTE COMPANY

V&F 001213

LUCAS J. DE KOSTER
(1918-2000)

De Koster & De Koster

ATTORNEYS AT LAW
1102 Main Street
P.O. Box 801
Hull, IA 51239-0801
(712) 439-2511
Fax (712) 439-2519

JOHN G. DE KOSTER

June 29, 2010

Ms. Candice Kunz-Freed
Attorney at Law
Vacek & Freed, PLLC
14800 St. Marys Lane, Suite 230
Houston, TX 77079

RE: Elmer A. Brunsting Decedents Trust

Dear Ms. Kunz-Freed:

Richard K. Rikkers of Kroese & Kroese has asked that I write to you concerning the application of Chapter 9H of the Iowa Code, which controls corporate and partnership farming, to the ownership of land by a trust which originally was revocable but became irrevocable at the grantor's death.

As I understand the situation, grantor created a revocable trust into which he conveyed certain Iowa farmland. Consistent with common practice, the trust became irrevocable at grantor's death. Your concern appears to be Section 9H.4 of the Iowa Code which prohibits the ownership or leasing of agricultural land by entities other than those specifically listed. Among those listed are a "revocable trust" and a "testamentary trust".

Clearly, prior to the grantor's death the trust was revocable under the definition of that term contained in Iowa Code Section 9H.1.20. Because the trust became irrevocable at death, however, this definition no longer provides a safe haven. The answer to your concern is found in the definition of "testamentary trust" found at Iowa Code Section 9H.1.21. Here a "testamentary trust" specifically is defined to include a "revocable trust" that has not been revoked prior to grantor's death. In this definition, the legislature specifically recognized that a revocable trust is a will substitute and that an irrevocable trust resulting from the operation of a revocable trust is, for all intents and purposes, the same as a trust created by will.

It is my opinion, that this definition specifically applies to your situation, and that the trust which became irrevocable at the grantor's death is a "testamentary trust" as defined by the statute. As a result, the prohibition in Iowa Code Section 9H.4 does not apply.

I can assure you that the fact pattern with which you are dealing is one that is common in my office and is common across the State of Iowa. To my knowledge there has been no argument ever made by any State official that such a situation creates an ownership in violation of this statute. Were any State official to take that position, there would be an overwhelming outcry from the legal community, corporate trustees, and other estate planners.

I trust that this satisfactorily addresses your concern.

Sincerely yours,

DE KOSTER & DE KOSTER

By
John G. De Koster

JDK:gmt

cc: Ms. Nelva E. Brunsting
13630 Pinerock
Houston, TX 77079

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Edward Jones
9525 Katy Freeway, Ste. 122
Houston, TX 77024

Re:Change of Title on Investment Account
Account Name: Brunsting Family Living Trust
Account Number: 609-07698-1-8

To Whom It May Concern:

My spouse and I established a Revocable Living Trust and the above-referenced account is in the title of our Living Trust. My spouse has passed away. Please transfer the above-referenced Living Trust account to the account names which appear below and close the Living Trust account. The mailing address should remain as indicated above.

(1) Transfer approximately $295,259.20 worth of securities and/or cash (approximately 84% of the date of death value of the account) from the Living Trust account to the following-named account:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Elmer H. Brunsting Decedent's Trust is 27-6453100.)

(2) Finally, the balance of the Living Trust account should be transferred to the Survivor's Trust, named 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.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

If a new account application form is needed, please forward such form with instructions.

Deposit the future Decedent's Trust income and dividends into the Survivor's Trust account. Please advise me before making the transfer if there will be any penalty or loss of interest. Please be advised that these instructions should not be followed if the subject account is an IRA.

I have attached a copy of an executed and notarized Certificate of Trust for each Trust herein so as to verify the essential terms of the trust document, copy of the W-9 form for each Trust and an original death certificate for my spouse.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800. Thank you for your immediate attention to this matter.

Sincerely,

Nelva E. Brunsting

Nelva E. Brunsting

Encls.

Survivor's Trust

Estate Valuation

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
1)	4994.66	MONEY MARKET INVESTMENT FUND (MNYMKT)					4,994.66
2)	5000	UNIVERSITY TEX PERM UNIV FD REF BDS (915115K57) Financial Times Interactive Data DTD: 05/15/1992 Mat: 07/01/2013 6.25% 04/01/2009		116.36100 Mkt	116.361000		5,818.05 ST
		Int: 01/01/2009 to 04/01/2009				78.13	
3)	10000	MONROE CNTY N Y ARPT AUTH ARPT REF BDS (610749DS9) Financial Times Interactive Data DTD: 03/04/2004 Mat: 01/01/2018 4% 04/01/2009		89.89600 Mkt	89.896000		8,989.60 ST
		Int: 01/01/2009 to 04/01/2009				100.00	
4)	30000	INDIANA MUN PWR AGY PWR SUPPLY REV BDS (454898PV3) Financial Times Interactive Data DTD: 06/20/2006 Mat: 01/01/2026 5% 04/01/2009		102.63700 Mkt	102.637000		30,791.10 ST
		Int: 01/01/2009 to 04/01/2009				375.00	
5)	10000	DALLAS TEX AREA RAPID TRAN SAL SR LIEN S (235241EW2) Financial Times Interactive Data DTD: 03/08/2007 Mat: 12/01/2027 4.5% 04/01/2009		98.75100 Mkt	98.751000		9,875.10 ST
		Int: 12/01/2008 to 04/01/2009				150.00	

ST = $56176.98

Disclaimer: This report was produced by Edward Jones DOD Valuation Service. This report was calculated using EstateVal, a product of Estate Valuations & Pricing Systems Inc. Please review all contents for accuracy and completeness. If you have questions, please contact Edward Jones Valuation Service at 1-888-441-5475 (Revision 7.1.1).

+ 6,552.09 to Trust ST

V&F 001218

Estate Valuation

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
6)	30000	HAYS TEX CONS INDPT SCH DIST SCH BLDG (421110G76) Financial Times Interactive Data DTD: 07/01/2008 Mat: 08/15/2033 5% 04/01/2009 Int: 02/15/2009 to 04/01/2009		100.73700 Mkt	100.737000	ST 191.67	30,221.10
7)	20000	DISTRICT COLUMBIA REV REV BDS (2548393J0) Financial Times Interactive Data DTD: 12/17/1998 Mat: 08/15/2038 5% 04/01/2009 Int: 02/15/2009 to 04/01/2009		86.21300 Mkt	86.213000	ST 127.78	17,242.60
8)	9000	GENERAL MTRS ACCEP CPSMARTNBE (37042GZ90) Financial Times Interactive Data DTD: 03/25/2003 Mat: 03/15/2018 7.05% 04/01/2009 Int: 03/15/2009 to 04/01/2009		25.91970 Mkt	25.919700	ST 28.20	2,332.77
9)	5000	TOYOTA MTR CR CORP TMCC CORENO (89240AHB9) Financial Times Interactive Data DTD: 07/18/2007 Mat: 07/20/2027 6% 04/01/2009 Int: 03/20/2009 to 04/01/2009		90.41920 Mkt	90.419200	ST 9.17	4,520.96

$54,317.43

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288,706.11
+

V&F 001219

Estate Valuation

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
10)	10000	GEORGIA PWR CO (373334JG7) Financial Times Interactive Data DTD: 08/30/2007 Mat: 09/01/2040 6% 04/01/2009		93.96890 Mkt			
		Full coupon paid on 04/01/2009			93.968900		9,396.89 DT
11)	930	CHEVRON CORP NEW (16676410; CVX) COM New York Stock Exchange 04/01/2009	68.70000	65.83000 H/L			
					67.265000		62,556.45 DT
12)	2580	CITIGROUP INC (17296710; C) COM New York Stock Exchange 04/01/2009	2.75000	2.43000 H/L			
					2.590000		6,682.20 DT
13)	1789	DEERE & CO (24419910; DE) COM New York Stock Exchange 04/01/2009	34.68000	31.88000 H/L			
		Div: 0.28 Ex: 03/27/2009 Rec: 03/31/2009 Pay: 05/01/2009			33.280000	500.92 ST	59,537.92 DT
							$138,173.46

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V&F 001220

Estate Valuation

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
14)	200	DU PONT E I DE NEMOURS & CO (26353410; DD) COM New York Stock Exchange 04/01/2009	23.65000	21.62000 H/L	22.635000		4,527.00 DT
15)	269	EXXON MOBIL CORP (30231G10; XOM) COM New York Stock Exchange 04/01/2009	69.48000	66.50000 H/L	67.990000		18,289.31 DT
16)	150	JOHNSON & JOHNSON (47816010; JNJ) COM New York Stock Exchange 04/01/2009	53.20000	51.88000 H/L	52.540000		7,881.00 DT
17)	300	PROCTER & GAMBLE CO (74271810; PG) COM New York Stock Exchange 04/01/2009	48.48000	46.29000 H/L	47.385000		14,215.50 DT
18)	159.709	CAPITAL INCOME BLDR FD (14019310; CAIBX) SH BEN INT Mutual Fund (as quoted by NASDAQ) 04/01/2009		37.84000 Mkt	37.840000		6,043.39 DT

$ 50,956.20

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V&F 001221

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
Nelva E. Brunsting, Trustee, of the Elmer H. Brunsting Decedent's Trust

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ► Irrevocable Tru

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
13630 Pinerock

Requester's name and address (optional)

City, state, and ZIP code
Houston, Texas 77079

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.
Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number
27-6453100

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — Signature of U.S. person ► Nelva E. Brunsting — Date ► 2/24/2010

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. Person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

V&F 001222

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
Nelva E. Brunsting, Trustee, of the Nelva E. Brunsting Survivor's Trust

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ► Revocable Trus

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
13630 Pinerock

Requester's name and address (optional)

City, state, and ZIP code
Houston, Texas 77079

List account number(s) here (optional)

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Social security number
481-30-4685

or

Employer identification number

Part II Certification

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3. I am a U.S. person (including a U.S. resident alien).

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Sign Here **Signature of U.S. person** ► Nelva E. Brunsting **Date** ► 2/24/2010

Purpose of Form

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1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
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Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

February 24, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: Funding

Dear Mrs. Brunsting:

In accordance with our May 11, 2009, meeting and related communications, we have made our calculations and recommendations pertaining to the creation of the Survivor's Trust and the Decedent's Trust under Article VII of the Brunsting Family Living Trust dated October 10, 1996, as amended. Accordingly, please note the following:

1. We are basing our calculations and recommendations on the information supplied by you.

2. We assume that the asset list we discussed contains all of the assets for distribution and there is no distribution memorandum that takes effect at this time.

3. We assume all debts, taxes and expenses of administration have been paid.

4. We cannot be held responsible for investment decisions. You should review any such decisions with your financial planner.

We are of the opinion that based upon your representations, a Federal Estate Tax Return is not required. We are also of the opinion that the Survivor's Trust still qualifies as a grantor trust and no separate tax identification number or separate income tax return is required. The tax number for the Survivor's Trust will be your Social Security Number.

We have obtained a Federal Tax Identification Number for the Decedent's Trust. The tax number for the Decedent's Trust is 27-6453100. This trust is irrevocable. The Decedent's Trust will require an annual Form 1041 Fiduciary Income Tax Return to be filed if there is income earned.

We recommend that you consult your accountant on income tax matters pertaining to the Survivor's Trust and the Decedent's Trust.

We have provided the following:

1. Preparation of legal names of the Survivor's Trust and the Decedent's Trust for asset allocations and transfers.

2. Preparation of Certificates of Trust for the Survivor's Trust, the Decedent's Trust, and the Family Living Trust.

3. Acquisition of Federal Tax Identification Number for the Decedent's Trust, and preparation of Federal Form SS-4.

4. Proposed funding of the Survivor's Trust and the Decedent's Trust.

5. Preparation of General Warranty Deed to convey real property into the Survivor's Trust.

   In our opinion, the deed does not have to be recorded at this time, if there is an existing mortgage. The deed is duly executed and conveys the applicable real property to the Survivor's Trust.

   If there is no mortgage on the property, this office will record the deed at this time and bill you for the recording fees.

   Additionally, regarding your Iowa property, US Deeds is preparing a deed to transfer this property from the Living Trust to the Decedent's Trust. Once we have received this deed, we will forward it to you for signature. It will then be recorded in the proper county in Iowa. You may expect a bill from us for the legal fee for preparing this deed and recording it.

6. Preparation of Acknowledgment of Delivery of the homestead deed of conveyance.

7. Preparation of Assignment of Personal Property to place all personal property into the Survivor's Trust.

8. Preparation of Assignment of Lease for the farm property.

9. Instruction letter to be used to designate your children as primary beneficiaries for an IRA/401(k) type account.

10. Instruction letters and Irrevocable Stock Powers to be used to re-register stocks into the Survivor's Trust and the Decedent's Trust.

11. Instruction letters to be used to transfer bank accounts into the Survivor's Trust.

12. Instruction letter to be used to transfer an investment account into the Survivor's Trust and the Decedent's Trust.

In addition, we have provided consultation and review of the Brunsting Family Living Trust, asset review, and estate and tax advice regarding funding of the Survivor's Trust and the Decedent's Trust.

We appreciate your giving us the opportunity to assist you in finalizing your spouse's estate. Please feel free to contact us if anything further is required.

Yours very truly,

By: Candace A Kunz-Freed
VACEK & FREED, PLLC

Signature page follows

AGREED AND UNDERSTOOD
February 24, 2010:

Nelva E. Brunsting

NELVA E. BRUNSTING, Individually, and as Trustee of the BRUNSTING FAMILY LIVING TRUST, NELVA E. BRUNSTING SURVIVOR'S TRUST and ELMER H. BRUNSTING DECEDENT'S TRUST

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

February 24, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: Brunsting Family Living Trust

Dear Mrs. Brunsting:

This letter is to outline the funding matters which you are going to handle:

1. In the next few months, please check to make sure all statements you are receiving reflect the title changes into the proper subtrust per the Funding Allocations behind Tab 4.

2. All net income and dividends from the Decedent's Trust need to be paid into a Survivor's Trust account.

3. If any assets are sold from any subtrust, please deposit or reinvest the proceeds in an account in the name of the **same** subtrust.

4. It is our understanding that you will hand deliver the instruction letter to Bank of America. If they will not keep the same account number, leave the checking account in the name of the Brunsting Family Living Trust **and** change the social security number to **481-30-4685**.

5. It is our understanding that you will hand deliver the instruction letters to Blue Bonnet Credit Union. You should be able to easily re-title the account at Blue Bonnet that is in your name.

6. Below please find a listing of acceptable abbreviations that can be used for subtrust titling, along with their respective tax identification numbers:

An acceptable abbreviation for the Survivor's Trust account titling is as follows:

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING
SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96

The tax identification number of the Nelva E. Brunsting Survivor's Trust is 481-30-4685.

An acceptable abbreviation for the Decedent's Trust account titling is as follows:

NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96

The tax identification number of the Elmer H. Brunsting Decedent's Trust is 27-6453100.

Thank you for allowing us to work with you in the matter of settling your spouse's estate. Please call us if you have any questions in the future.

Yours very truly,

Candace L. Kunz-Freed

Candace L. Kunz-Freed

AGREED AND UNDERSTOOD
February 24, 2010:

Nelva E. Brunsting

NELVA E. BRUNSTING, Individually, and as Trustee of the BRUNSTING FAMILY LIVING TRUST, NELVA E. BRUNSTING SURVIVOR'S TRUST and ELMER H. BRUNSTING DECEDENT'S TRUST

IMPORTANT REMINDER

Your Living Trust will only control property which has been transferred into the name of the various subtrusts. If property is not in the name of the appropriate Trust or Share, it may be subject to **guardianship** and **probate court** proceedings, and may not pass according to your estate plan. Also, loss of estate tax exemption equivalents may occur resulting in **huge death taxes** on your passing. In order to be sure that the various institutions you have notified have properly changed the title in various accounts, you must review statements you receive from them over the next few months. If you have any questions about this, please contact us.

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1. Specific Names of Survivor's and Decedent's Trusts
2. Certificates of Trust
3. Application for Tax Identification Number
4. Funding Allocations
5. New basis for securities
6. Deeds
   a) Harris County Homestead - Survivor's Trust Acknowledgment of Delivery
   b) Iowa Property - Decedent's Trust
7. Assignment of Personal Property - Survivor's Trust
8. Assignment of Lease - Decedent's Trust
9. Instruction Letter - Designated Beneficiary - IRA/401(k)
10. Instruction Letters and Irrevocable Stock Powers to Stock Transfer Agents
11. Instruction Letters - Bank Accounts
12. Instruction Letter - Investment Account (non-IRA, 401(k) etc.)
13. Letter to Client Regarding Funding
14. Additional Funding Instructions

NAME OF SURVIVOR'S TRUST AND DECEDENT'S TRUST

1. The Survivor's Trust. For convenience, the survivor's trust shall be known as the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009.

For purposes of asset allocations and transfers to the trust, the Survivor's Trust shall be referred to as:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 481-30-4685. The Trust still qualifies as a grantor trust and a separate tax identification number is not required.

An acceptable abbreviation for account titling is as follows:

> NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

2. The Decedent's Trust. For convenience, the decedent's trust shall be known as the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009.

For purposes of asset allocations and transfers to the trust, the Decedent's Trust shall be referred to as:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING **DECEDENT'S TRUST** dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

An acceptable abbreviation for account titling is as follows:

> NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST.** For purposes of asset allocation, transfer of property into the Survivor's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Survivor's Trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 481-30-4685. The Trust still qualifies as a grantor trust and a separate tax identification number is not required.

   An acceptable abbreviation for account titling is as follows:

   NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

   An acceptable abbreviation for account titling is as follows:

   NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   > ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING, died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

   > NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

IRS.gov

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **27-6453100**

Legal Name: **ELMER H BRUNSTING DECEDENTS TR DTD 4-1-09 AS EST UTD 10-10-96**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. Continue >>

Help Topics

Can the EIN be used before the confirmation letter is received?

Has employees who receive Forms W-2: **NO**

We strongly recommend you print this summary page for your records as this will be your only copy of the application. You will not be able to return to this page after you click the "Submit" button.

Click "Submit" to send your request and receive your EIN. Submit

Once you submit, please wait while your application is being processed. It can take up to two minutes for your application to be processed.

BRUNSTING FUNDING ALLOCATIONS

OWNER	ASSET CATEGORY	04/01/09 VALUES	NELVA BRUNSTING	SURVIVOR'S TRUST	DECEDENT'S TRUST	03/28/12 WS-1 TOTALS
	REAL PROPERTY					
LT	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, TX	$253,272.00		$253,272.00		$253,272.00
H-SP (in LT)	Frl. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)	$1,294,617.50			$0.00	$1,294,617.50
	STOCK CERTIFICATES					
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711	$41,166.18			$41,166.18	$41,166.18
LT	ExxonMobil DRIP Acct# C0000592102	$259,481.38		$129,740.69	$129,740.69	$259,481.38
LT	Chevron DRIP Acct#806578316055	$80,106.52		$40,053.26	$40,053.26	$80,106.52
H	95 shares of MetLife stock thru ChaseMellon Shareholder Services	$2,130.38	$2,130.38			$2,130.38
	INVESTMENT ACCOUNTS					
LT	Edward Jones Acct #609-07698-1-8	$350,735.49		$55,476.28	$295,259.21	$350,735.49
	CASH ACCOUNTS					
LT	Bank of America Ckg Acct #008519001143	$12,253.93		$12,253.93		$12,253.93
H ROS?	Blue Bonnet Credit Union ? Acct #5805	$31.75	$31.75			$31.75
W ROS?	Blue Bonnet Credit Union ? Acct #13332	$10.91	$10.91			$10.91
	MISCELLANEOUS					
LT	Household and Personal Goods (Includes gold Watch $50 and 10 silver dollars as well as $10.00 worth of 50cent pieces)	$5,070.00		$5,070.00		$5,070.00
JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418	$6,915.00	$6,915.00			$6,915.00
H	John Hancock NQ annuity contract # ...8905 payable for life of spouse bene; $30.40/month	$2,379.82	$2,379.82			$2,379.82
	LIFE INSURANCE					
W	MetLife contract #M9232883; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (Cancelled in June 1999 per client)	$0.00	$0.00			$0.00
H	$37,000.00, MetLife-Chevron, Policy #GO-416-A-47, W is bene; deposited in checking acct	$37,000.00	$37,000.00			$37,000.00
H	$9,141.00, MetLife, Policy #21 282 000, W is bene; deposited in checking acct	$9,792.33	$9,792.33			$9,792.33
H	$6,000.00, Ohio State Life Ins, Policy #49-03223450, W is bene; now at Edward Jones	$6,542.32	$6,542.32			$6,542.32
H	$9,000.00, Ohio State Life Ins, Policy #00605102, W is bene; moved to Edward Jones	$9,120.76	$9,120.76			$9,120.76
H	$3,735.00, The Traveler's Ins Co-John Deere, Policy #G-164400, LT is bene *	$3,748.51		$3,748.51		$3,748.51
H	$10,000.00, VA, Policy #V1708 75 02 2, LT is bene; deposited in chkg	$10,353.18		$10,353.18		$10,353.18
	FARM & RANCH INTERESTS					
LT	Farm Lease (yr. lease for $28,200; recd pymt of $10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate ($1,762.50/month for 6 months); $8,812.50 in the estate that was not yet due although paid by payee in advance	$0.00	$0.00			$0.00
	IRAs\401k, etc.					
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene	$14,278.70	$14,278.70			$14,278.70
H	Edward Jones Acct #609-91955-1-0, W (as of 3/28/09) is bene	$17,769.29	$17,769.29			$17,769.29
	PENSIONS					
H	Chevron pension for $776.81/mth for life for Spouse beneficiary	$60,811.56	$60,811.56			$60,811.56
H	John Deere (Minnesota Mutual Life) Securian NQ Pension annuity contract # 8074; $91.78 a month for life of Nelva Brunsting (W)	$7,184.88	$7,184.88			$7,184.88
GRAND TOTAL		$2,484,772.39	$173,967.70	$509,967.85	$506,219.34	$2,484,772.39
						$2,484,772.39
	Less Elmer's Separate Property	$1,294,617.50			$1,294,617.50	
	Less assets direct to (surv spouse)	$173,967.70		$173,967.70		
	Total Comm / Prop in LT	$1,016,187.19				
	1/2 Comm / Prop in LT	$508,093.60				
	Total to be funded into Dec Tru					
	Total to Each Spouse			$683,935.55	$1,800,836.84	
	Total FET credit equivalent utilized	$1,800,836.84				

*Life insurance paid out

V&F 001239

BRUNSTING FUNDING ALLOCATIONS

OWNER	ASSET CATEGORY	04/01/09 VALUES	NELVA BRUNSTING	SURVIVOR'S TRUST	DECEDENT'S TRUST	03/28/12 WS-1 TOTALS
	REAL PROPERTY					
LT	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, TX	$253,272.00		$253,272.00		$253,272.00
H-SP (in LT)	Frl. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)	$1,294,617.50			$0.00	$1,294,617.50
	STOCK CERTIFICATES					
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711	$41,166.18			$41,166.18	$41,166.18
LT	ExxonMobil DRIP Acct# C0000592102	$259,481.38		$129,740.69	$129,740.69	$259,481.38
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W	MetLife contract #M9232883; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (Cancelled in June 1999 per client)	$0.00	$0.00			$0.00
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LT	Farm Lease (yr. lease for $28,200; recd pymt of $10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate ($1,762.50/month for 6 months); $8,812.50 in the estate that was not yet due although paid by payee in advance	$0.00	$0.00			$0.00
	IRAs\401k, etc.					
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene	$14,278.70	$14,278.70			$14,278.70
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						$2,484,772.39
	Less Elmer's Separate Property	$1,294,617.50			$1,294,617.50	
	Less assets direct to (surv spouse)	$173,967.70		$173,967.70		
	Total Comm / Prop in LT	$1,016,187.19				
	1/2 Comm / Prop in LT	$508,093.60				
	Total to be funded into Dec Tru					
	Total to Each Spouse			$683,935.55	$1,800,836.84	
	Total FET credit equivalent utilized	$1,800,836.84				

*Life insurance paid out

V&F 001240

BRUNSTING FUNDING ALLOCATIONS

OWNER	ASSET CATEGORY	04/01/09 VALUES	NELVA BRUNSTING	SURVIVOR'S TRUST	DECEDENT'S TRUST	02/24/10 WS-1 TOTALS
	REAL PROPERTY					
LT	HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, TX	$253,272.00		$253,272.00		$253,272.00
H-SP (in LT)	Frl. NW1/4 of Section 2, T96N - R45W of the 5th P.M., Except a tract of 542.5 ft by 660 ft which is the acreage site. 140.22 Acres, Iowa (Based on Realtor Opinion)	$1,294,617.50			$0.00	$1,294,617.50
	STOCK CERTIFICATES					
LT	612 shares of Chevron Corporation Cert # ZQ SFZ 862711	$41,166.18			$41,166.18	$41,166.18
H	95 shares of MetLife stock thru ChaseMellon Shareholder Services	$2,130.38	$2,130.38			$2,130.38
	INVESTMENT ACCOUNTS					
LT	Edward Jones Acct #609-07698-1-8	$350,735.49		$55,476.28	$295,259.21	$350,735.49
	CASH ACCOUNTS					
LT	Bank of America Ckg Acct #008519001143	$12,253.93		$12,253.93		$12,253.93
H ROS?	Blue Bonnet Credit Union ? Acct #5805	$31.75	$31.75			$31.75
W ROS?	Blue Bonnet Credit Union ? Acct #13332	$10.91	$10.91			$10.91
	MISCELLANEOUS					
LT	Household and Personal Goods (Includes gold Watch $50 and 10 silver dollars as well as $10.00 worth of 50cent pieces)	$5,070.00		$5,070.00		$5,070.00
JT	2000 Buick LeSabre, VIN #1G4HR54K3YU229418	$6,915.00	$6,915.00			$6,915.00
H	John Hancock NQ annuity contract # ...8905 payable for life of spouse bene; $30.40/month	$2,379.82	$2,379.82			$2,379.82
	LIFE INSURANCE					
W	MetLife contract #M9232883; Bene: LT; Accidental Death Benefit Amount; Measuring Life = W (Cacelled in June 1999 per client)	$0.00	$0.00			$0.00
H	$37,000.00, MetLife-Chevron, Policy #GO-416-A-47, W is bene; deposited in checking acct	$37,000.00	$37,000.00			$37,000.00
H	$9,141.00, MetLife, Policy #21 282 000, W is bene; deposited in checking acct	$9,792.33	$9,792.33			$9,792.33
H	$6,000.00, Ohio State Life Ins, Policy #49-03223450, W is bene; now at Edward Jones	$6,542.32	$6,542.32			$6,542.32
H	$9,000.00, Ohio State Life Ins, Policy #00605102, W is bene; moved to Edward Jones	$9,120.76	$9,120.76			$9,120.76
H	$3,735.00, The Traveler's Ins Co-John Deere, Policy #G-164400, LT is bene *	$3,748.51		$3,748.51		$3,748.51
H	$10,000.00, VA, Policy #V1708 75 02 2, LT is bene; deposited in chkg	$10,353.18		$10,353.18		$10,353.18
	FARM & RANCH INTERESTS					
LT	Farm Lease (yr. lease for $28,200; recd pymt of $10,575.00 on 2/18/09) for lease commencing 03/01/2009 to February 28, 2010. Value at Right is the entire amount received although actually a debt of the estate ($1,762.50/month for 6 months); $8,812.50 in the estate that was not yet due although paid by payee in advance	$0.00	$0.00			$0.00
	IRAs\401k, etc.					
W	Edward Jones Acct #609-91956-1-9, H (as of 3/28/09) is bene	$14,278.70	$14,278.70			$14,278.70
H	Edward Jones Acct #609-91955-1-0, W (as of 3/28/09) is bene	$17,769.29	$17,769.29			$17,769.29
	PENSIONS					
H	Chevron pension for $776.81/mth for life for Spouse beneficiary	$60,811.56	$60,811.56			$60,811.56
H	John Deere (Minnesota Mutual Life) Securian NQ Pension annuity contract # 8074; $91.78 a month for life of Nelva Brunsting (W)	$7,184.88	$7,184.88			$7,184.88
GRAND TOTAL		$2,145,184.49	$173,967.70	$340,173.90	$336,425.39	$2,145,184.49
						$2,145,184.49
	Less Elmer's Separate Property	$1,294,617.50			$1,294,617.50	
	Less assets direct to (surv spouse)	$173,967.70		$173,967.70		
	Total Comm / Prop in LT	$676,599.29				
	1/2 Comm / Prop in LT	$338,299.64				
	Total to be funded into Dec Tru					
	Total to Each Spouse			$514,141.60	$1,631,042.89	
	Total FET credit equivalent utilized	$1,631,042.89				

*Life insurance paid out

V&F 001241

BRUNSTING ESTATE

SHARES	SECURITIES	4/1/2009 HI	4/1/2009 LOW	MEAN	
612	Chevron Corp	68.7000	65.8300	67.2650	$41,166.18
95	MetLife, Inc	23.6000	21.2500	22.4250	$2,130.38
	TOTAL				$43,296.56

Estate Valuation

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
1)	4994.66	MONEY MARKET INVESTMENT FUND (MNYMKT)					4,994.66
2)	5000	UNIVERSITY TEX PERM UNIV FD REF BDS (915115K57) Financial Times Interactive Data DTD: 05/15/1992 Mat: 07/01/2013 6.25% 04/01/2009		116.36100 Mkt	116.361000		5,818.05
		Int: 01/01/2009 to 04/01/2009				78.13	
3)	10000	MONROE CNTY N Y ARPT AUTH ARPT REF BDS (610749DS9) Financial Times Interactive Data DTD: 03/04/2004 Mat: 01/01/2018 4% 04/01/2009		89.89600 Mkt	89.896000		8,989.60
		Int: 01/01/2009 to 04/01/2009				100.00	
4)	30000	INDIANA MUN PWR AGY PWR SUPPLY REV BDS (454898PV3) Financial Times Interactive Data DTD: 06/20/2006 Mat: 01/01/2026 5% 04/01/2009		102.63700 Mkt	102.637000		30,791.10
		Int: 01/01/2009 to 04/01/2009				375.00	
5)	10000	DALLAS TEX AREA RAPID TRAN SAL SR LIEN S (235241EW2) Financial Times Interactive Data DTD: 03/08/2007 Mat: 12/01/2027 4.5% 04/01/2009		98.75100 Mkt	98.751000		9,875.10
		Int: 12/01/2008 to 04/01/2009				150.00	

Disclaimer: This report was produced by Edward Jones DOD Valuation Service. This report was calculated using EstateVal, a product of Estate Valuations & Pricing Systems Inc. Please review all contents for accuracy and completeness. If you have questions, please contact Edward Jones Valuation Service at 1-888-441-5475 (Revision 7.1.1).

V&F 001243

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
6)	30000	HAYS TEX CONS INDPT SCH DIST SCH BLDG (421110G76) Financial Times Interactive Data DTD: 07/01/2008 Mat: 08/15/2033 5% 04/01/2009		100.73700 Mkt	100.737000		30,221.10
		Int: 02/15/2009 to 04/01/2009				191.67	
7)	20000	DISTRICT COLUMBIA REV REV BDS (2548393J0) Financial Times Interactive Data DTD: 12/17/1998 Mat: 08/15/2038 5% 04/01/2009		86.21300 Mkt	86.213000		17,242.60
		Int: 02/15/2009 to 04/01/2009				127.78	
8)	9000	GENERAL MTRS ACCEP CPSMARTNBE (37042GZ90) Financial Times Interactive Data DTD: 03/25/2003 Mat: 03/15/2018 7.05% 04/01/2009		25.91970 Mkt	25.919700		2,332.77
		Int: 03/15/2009 to 04/01/2009				28.20	
9)	5000	TOYOTA MTR CR CORP TMCC CORENO (89240AHB9) Financial Times Interactive Data DTD: 07/18/2007 Mat: 07/20/2027 6% 04/01/2009		90.41920 Mkt	90.419200		4,520.96
		Int: 03/20/2009 to 04/01/2009				9.17	

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V&F 001244

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
14)	200	DU PONT E I DE NEMOURS & CO (26353410; DD) COM New York Stock Exchange 04/01/2009	23.65000	21.62000 H/L	22.635000		4,527.00
15)	269	EXXON MOBIL CORP (30231G10; XOM) COM New York Stock Exchange 04/01/2009	69.48000	66.50000 H/L	67.990000		18,289.31
16)	150	JOHNSON & JOHNSON (47816010; JNJ) COM New York Stock Exchange 04/01/2009	53.20000	51.88000 H/L	52.540000		7,881.00
17)	300	PROCTER & GAMBLE CO (74271810; PG) COM New York Stock Exchange 04/01/2009	48.48000	46.29000 H/L	47.385000		14,215.50
18)	159.709	CAPITAL INCOME BLDR FD (14019310; CAIBX) SH BEN INT Mutual Fund (as quoted by NASDAQ) 04/01/2009		37.84000 Mkt	37.840000		6,043.39

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V&F 001245

Date of Death: 04/01/2009
Valuation Date: 04/01/2009
Processing Date: 05/28/2009

Estate of: ELMER H BRUNSTING
Account: 609-07698
Report Type: Date of Death
Number of Securities: 20
File ID: 609-07698

	Shares or Par	Security Description	High/Ask	Low/Bid	Mean and/or Adjustments	Div and Int Accruals	Security Value
19)	220.933	CAPITAL WORLD GROWTH & INCOME (14054310; CWGIX) COM Mutual Fund (as quoted by NASDAQ) 04/01/2009		24.02000 Mkt	24.020000		5,306.81
20)	3343.281	INCOME FD AMER INC (45332010; AMECX) COM Mutual Fund (as quoted by NASDAQ) 04/01/2009		11.95000 Mkt	11.950000		39,952.21
Total Value:							$349,174.62
Total Accrual:						$1,560.87	
Total:	$350,735.49						

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V&F 001246

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.

ACKNOWLEDGMENT OF DELIVERY

I acknowledge receipt of the Irrevocable Delivery of the following described General Warranty Deed:

Grantor: NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantee: NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Date of Execution of Deed: February 24, 2010

Date of this Delivery of General Warranty Deed: February 24, 2010

Property Description:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.

It is agreed and understood by and between the Grantor and Grantee of the aforesaid Deed that delivery of the subject Deed is an irrevocable act on the part of the said Grantor, constituting full and complete delivery enabling and confirming the conveyance of the subject property to the aforesaid Trust. However, such delivery does not, in any way, limit or restrict future conveyance and transfer by the Grantee of the subject property to any other person or entity, including, but not limited to, the original Grantor.

DATED February 24, 2010, the actual date of receipt of delivery of the subject General Warranty Deed by the undersigned Trustee on behalf of the said Trust.

Nelva E. Brunsting
NELVA E. BRUNSTING, Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee.

Candace L Kunz Freed
Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

ASSIGNMENT OF PERSONAL PROPERTY

For valuable consideration received, NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignor," has BARGAINED, SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignee," all of Assignor's interest in and to the following described personal property:

> All personal effects, clothes, jewelry, chinaware, silver, photographs, works of art, books, sporting goods, artifacts relating to hobbies, and all household furniture, fixtures, equipment, goods and miscellaneous household items, as well as all other tangible articles of personal or household use.

It is the intention of this instrument to transfer and convey to Assignee all of Assignor's interest in the above described personal property.

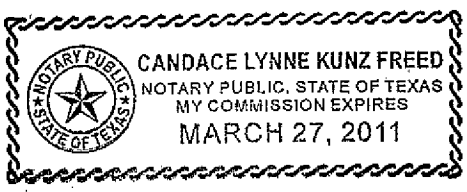
Executed on February 24, 2010.

Nelva E. Brunsting
NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996.

Candace A Kunz Freed
Notary Public, State of Texas



ASSIGNMENT OF LEASE

For valuable consideration received, NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignor," has BARGAINED, SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignee," all of her interest in and to the Lease Agreement described in Exhibit "A" attached hereto and incorporated herein for all purposes.

It is the intention of this instrument to transfer and convey to Assignee all of Assignor's interest in the Lease Agreement described in Exhibit "A."

EXECUTED on February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Candace Kunz Freed

Notary Public, State of Texas

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Edward Jones
9525 Katy Freeway, Ste. 122
Houston, TX 77024

Re: Change of Beneficiary Designations for IRA Account
Account Name: Nelva E. Brunsting
Account Number: 609-91956-1-9
Social Security No: 481-30-4685

To Whom It May Concern:

For the above-referenced IRA, I designate as my beneficiaries in equal shares, such of my children as shall survive me; provided, that if any of my children is not then living, but leaves issue then living, such issue shall take the share such deceased child would have taken if living, per stirpes.

My children are:

Name	Date of Birth
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY BRUNSTING	August 7, 1963

If you need additional information in order to make this change of beneficiary designation or if there are any forms to be completed, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800.

Thank you for your immediate attention to this matter.

Sincerely,

Nelva E. Brunsting

Nelva E. Brunsting

Encls.

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Chevron Corporation
c/o BNY Mellon Shareowner Services
P.O. Box 358015
Pittsburgh, PA 15252

Re: Reissuance of Stock Certificate Number ZQ SFZ 862711
Stock Name: **Chevron Corporation**
Number of shares: 612

To Whom It May Concern:

My spouse has passed away. Enclosed is the above-referenced stock certificate for re-registration as follows. The mailing address should remain as indicated above. I request that dividends be paid by check to the address above.

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Elmer H. Brunsting Decedent's Trust is 27-6453100.)

I have enclosed a copy of an executed and notarized Certificate of Trust verifying the essential terms of the trust document, an Irrevocable Stock Power authorizing this transfer of ownership, Form W-9 and an original death certificate for my spouse.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800.

Sincerely,

Nelva E. Brunsting

Nelva E. Brunsting

Enclosures:
Stock Certificate
Stock Power
Form W-9
Death Certificate
Certificate of Trust

Transfer of Stock Ownership Form

BNY Mellon Shareowner Services
P.O. Box 358010
Pittsburgh, PA 15252-8010

Section A – Issuer Name

Company Name

CHEVRON CORPORATION

Cusip Number

166751107

Account Key

Section B – Current Shareowner

Investor ID or SSN/TIN

282-32-8905

Registration/Name and Address exactly as it appears on your certificate or statement

ELMER H BRUNSTING & NELVA E
BRUNSTING TR UA OCT 10 96
BRUNSTING FAMILY LIVING TRUST
13630 PINEROCK
HOUSTON TEXAS 77079

Section C - Shares To Be Transferred

Original Stock Certificate Shares* To Be Transferred	+	Book-entry Shares To Be Transferred	=	Total Shares To Be Transferred
612		0.00		612.00

*Please attach and send the actual, original stock certificates together with this form.

Lost Certificates
Please call 1-800-370-1163

Section D – Required Signature and Medallion Signature Guarantee

The undersigned hereby irrevocably constitutes and appoints BNY Mellon Shareowner Services as attorney to transfer the shares with full power of substitution in the premises.

Signature: _____

Signature: _____

Date: _____

Each registered owner must sign his/her name exactly as it appears on the account, or an authorized person must sign in his/her legal capacity.

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program.

V&F 001253

Section E - New Shareowner(s) Account Type

If you wish to divide your shares between two or more owners individually, please use additional copies of this page.

Account Type

Check One ☐ Individual ☐ Joint ☐ Custodial ☑ Trust ☐ Estate ☐ Corporation
☐ Other:_____(please specify)

Section F - New Shareowner(s) Account Information

Total Shares to be Transferred to this Account

612.00

Registration/Name and Address of New Owner

ELVA E BRUNSTING TRUSTEE OF THE
ELMER H BRUNSTING DECEDENTS TRUST
DTD APRIL 1 2009 AS ESTD UTD 10/10/96
13630 PINEROCK HOUSTON TX 77079

Section G- Taxpayer ID Certification (Substitute Form W-9)

(To be completed by the new shareowner)

YOUR ACCOUNT MAY BE SUBJECT TO BACKUP WITHHOLDING AT THE APPLICABLE RATE
IF YOU DO NOT COMPLETE THIS SUBSTITUTE FORM W-9.

All new security holders are required to sign and return this certification. If the requested information is not known at the time of the transfer or the new owner is not available to sign, a W-9 Form will be mailed to the new shareholder(s) once the shares are transferred. The new shareholder may go online to www.bnymellon.com/shareowner/isd and certify their Taxpayer Identification Number.

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) .....
☑ Other (see instructions)

New Shareholder's Taxpayer ID Number 27-6453100

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not require to sign the Certification, but you must provide your correct TIN.

Sign Here Signature of U.S. person _____

Date _____

IRREVOCABLE STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Tax I.D. Number: 27-6453100

IF STOCK, COMPLETE PORTION	612 shares of the common stock of **Chevron Corporation** represented by Certificate No. ZQ SFZ 862711 standing in the name of the undersigned on the books of said Company
IF BONDS COMPLETE THIS PORTION	_____ Bonds of _____ in the principal amount of $_____, No(s) _____ inclusive, standing in the name of the undersigned on the books of said Company

The undersigned does hereby irrevocably constitute and appoint BNY Mellon Shareowner Services transfer agent, to transfer the said stock on the books of the company, with full power of substitution in the premises.

DATED this _____ day of _____, 2010.

MEDALLION SIGNATURE GUARANTEED:

_____

Nelva E. Brunsting, Trustee of
the Brunsting Family Living Trust
dated October 10, 1996

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
Nelva E. Brunsting, Trustee, of the Elmer H. Brunsting Decedent's Trust

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ► Irrevocable Tru: ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
13630 Pinerock

Requester's name and address (optional)

City, state, and ZIP code
Houston, Texas 77079

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.
Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number
27-6453100

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — **Signature of U.S. person** ► Nelva E. Brunsting — **Date** ► 2/24/2010

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. Person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
Nelva E. Brunsting, Trustee, of the Nelva E. Brunsting Survivor's Trust

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ Revocable Trus

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
13630 Pinerock

Requester's name and address (optional)

City, state, and ZIP code
Houston, Texas 77079

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.
Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
481-30-4685

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person ▶** G. Nelva E. Brunsting **Date ▶** 2/24/2010

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. Person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Bank of America
P.O. Box 25118
Tampa, FL 33622-5118

Re: Change of Title on Ckg Account Number 008519001143

To Whom It May Concern:

My spouse and I established a Revocable Living Trust and the account described above is in the title of that Living Trust. My spouse has passed away.

I request that the account number remain the same. If I cannot keep the same account number, leave this account in the name of the Brunsting Family Living Trust **and** change the social security number to **481-30-4685**. If the account number can remain the same, please change the account to the account name which appears below. The mailing address should remain as indicated above.

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

> NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

The enclosed copy of an executed Certificate of Trust verifying the essential terms of the trust document is provided for your records.

Please advise me before making the transfer if there will be any penalty or loss of interest. Any checks, if applicable, should be imprinted with my name only and without reference to the trust.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800. Thank you for your immediate attention to this matter.

Sincerely,

Nelva E. Brunsting

Nelva E. Brunsting

Encls.

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Blue Bonnet Credit Union
1314 Texas Avenue, Suite 1800
Houston, Texas 77002

Re: Change of Title on Account Number 13332 (owner: Nelva E. Brunsting)

To Whom It May Concern:

My spouse and I established a Revocable Living Trust. My spouse has passed away. The account described above is in my name.

I request that the account number remain the same. If I cannot keep the same account number, leave this account in my name **and** name the Nelva E. Brunsting Survivor's Trust as payable on death ("POD") beneficiary. If the account number can remain the same, please change the account to the account name which appears below. The mailing address should remain as indicated above.

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

> NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

The enclosed copy of an executed Certificate of Trust verifying the essential terms of the trust document is provided for your records. **Please advise me before making the transfer if there will be any penalty or loss of interest**. Any checks, if applicable, should be imprinted with my name only and without reference to the trust.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800. Thank you for your immediate attention to this matter.

Sincerely,

Nelva E. Brunsting

Nelva E. Brunsting

Encls.

20120011780
01/10/2012 RP2 $24.00

3 WD

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: February 24, 2010

Grantor: NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantor's Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Grantee: NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantee's Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Consideration:

The sum of TEN ($10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate and sufficient consideration, cash, paid by the Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Grantor's interest in and to that certain tract and parcel of real property, together with all improvements located and situated thereon, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

This deed was prepared without a review or examination of the title to or a survey of the property and no opinions or representations are being made either expressly or impliedly by VACEK & FREED, PLLC.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantor hereby reserves the rights afforded to the Grantor under the homestead exemption laws pursuant to Chapter 41 of the Texas Property Code and Section 11.13 of the Texas Tax Code.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for the current year.

WITNESS MY HAND on February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996

JOR

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996.

Candace Kunz Freed

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

VACEK & FREED. PLLC

11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

√√

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JAN 10 2012

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

JAN 10 2012

Stan Stanart
County Clerk, Harris County, Texas

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

February 25, 2010

Mr. Richard K. Rikkers, CPA
Kroese & Kroese, CP
540 North Main Avenue
Sioux Center, Iowa 51250

VIA CERTIFIED MAIL - RRR

Re: Brunsting Family Living Trust

Dear Mr. Rikkers:

Enclosed is your copy of the funding booklet which contain copies of all of the subtrust funding information pertaining to Mrs. Nelva Brunsting and the Brunsting Family Living Trust.

If you have any questions upon receipt of this booklet, please feel free to call. Note that we will hold this file in our office until March 15, 2010. After that time, the file will be not be readily available to us as we will be sending it to our off site storage facility.

Sincerely,

ples, CP
alegal

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. RICHARD K. RIKKERS, CPA
KROESE & KROESE, CP
540 NORTH MAIN AVENUE
SIOUX CENTER, IOWA 51250

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Linda Tate ☐ Agent ☐ Addressee

B. Received by (Printed Name) Linda Tate C. Date of Delivery 3-1-10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7009 0080 0001 2181 7699

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7009

Street, Apt. No.; or PO Box No. KROESE & KROESE, CP
540 NORTH MAIN AVENUE
City, State, ZIP+4 SIOUX CENTER, IOWA 51250

PS Form 3800, August 2006 See Reverse for Instructions

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

MetLife
Chase Mellon Shareholder Services
P.O. Box 382200
Pittsburgh, PA 15250-8200

Re: Change of Title on Stock Plan Account
Account Name: Nelva E. Brunsting
Account Number: 8065 7831 6055

To Whom It May Concern:

My spouse has passed away. Please transfer **all** of the stock shares from the above-referenced account to a new account in the trust name which appears below. The mailing address should remain as indicated above.

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING

is 481-30-4685, the social

ficate of Trust verifying the
er authorizing this transfer
y spouse.

pleted in order to make this
r Candace L. Kunz-Freed,
531-5800.

ATURE GUARANTEED:

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MetLife
Chase Mellon Shareholder Services
P.O. Box 382200
Pittsburgh, PA 15250-8200

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED MAY 08 2010

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7001 2510 0006 0864 7403

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Total Postage & Fees $ 6.15

Sent To MetLife
Street, Apt. No., or PO Box No. Chase Mellon Shareholder Services
City, State, ZIP+4 P.O. Box 382200
Pittsburgh, PA 15250-8200

PS Form 3800, January 2001 See Reverse for Instructions

7001 2510 0006 0864 7403

IRREVOCABLE STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Social Security Number: 481-30-4685

IF STOCK, COMPLETE PORTION	{	All shares of the common stock of **MetLife** held in Account Number 8065 7831 6055 standing in the name of the undersigned on the books of said Company
IF BONDS COMPLETE THIS PORTION	{	_____ Bonds of _____ in the principal amount of $_____, No(s) _____ inclusive, standing in the name of the undersigned on the books of said Company

The undersigned does hereby irrevocably constitute and appoint Chase Mellon Shareholder Services transfer agent, to transfer the said stock or bond(s), as the case may be, on the books of the company, with full power of substitution in the premises.

DATED this 23 day of April, 2010.

MEDALLION SIGNATURE GUARANTEED:

Nelva E. Brunsting

Nelva E. Brunsting, Individually and as Trustee of the Brunsting Family Living Trust dated October 10, 1996, as amended, and as Trustee of the Nelva E. Brunsting Survivor's Trust dated April 1, 2009, as established under the Brunsting Family Living Trust dated October 10, 1996, as amended

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
Nelva E. Brunsting, Trustee, of the Nelva E. Brunsting Survivor's Trust

Business name, if different from above

Check appropriate box: [ ] Individual/ Sole proprietor [ ] Corporation [ ] Partnership [X] Other ► Revocable Trus

[ ] Exempt from backup withholding

Address (number, street, and apt. or suite no.)
13630 Pinerock

Requester's name and address (optional)

City, state, and ZIP code
Houston, Texas 77079

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.
Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
481-30-4685

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — **Signature of U.S. person** ► Nelva E. Brunsting **Date** ► 2/24/2010

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. Person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Summer Peoples

From: Summer Peoples
Sent: 03/04/2010 9:05 AM
To: 'holly@usdeeds.com'
Subject: RE: Request for Additional Information on Order for Brunsting - File #10-18673
Sensitivity: Confidential
Attachments: Death Certificate.pdf

Holly,

Attached in PDF format is a copy of the death certificate for Elmer Brunsting.

In answer to your questions:

1. Nelva Brunsting is the sole beneficiary of the Trust and it's for her benefit for her lifetime.
2. There was no probate in Iowa at Elmer Brunsting's death.
3. The estate was not greater than $3.5 million at the time of Elmer's death.

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

IRS CIRCULAR 230 DISCLOSURE: Tax advice contained in this communication (including any attachments) is neither intended nor written to be used, and cannot be used, to avoid penalties under the Internal Revenue Code or to promote, market, or recommend to anyone a transaction or matter addressed in this communication.

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged.

This information is confidential information and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this electronic message to the intended recipient, you are notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify us immediately by reply e-mail or by telephone (1-800-229-3002) and destroy the original transmission and its attachments without reading or saving them to disk or otherwise.

From: holly@usdeeds.com [mailto:holly@usdeeds.com]
Sent: 03/03/2010 12:12 PM
To: Summer Peoples
Subject: Request for Additional Information on Order for Brunsting - File #10-18673

Attached please find a Request for Additional Information for the above order. Please provide the requested information at your earliest convenience so we may proceed with the preparation of your documents.

If you should have any questions regarding this matter, please don't hesitate to call on me.

Thank you.
Holly Wathen
U.S. Deeds
213 Brentshire Drive
Brandon, Florida 33511
Tel. 813-643-7987 xt. 31
Fax 813-643-0759
E-mail holly@usdeeds.com
Website: www.usdeeds.com

U.S. DEEDS

Attorney-Prepared Property Transfers™

REQUEST FOR ADDITIONAL INFORMATION

TO: Summer Peoples
The Vacek Law Firm, PLLC
14800 St. Mary's Lane
Suite 230
Houston, TX 77079
Phone: (281) 531-5800
Fax: (281) 531-5885

FROM: Holly Wathen [877-353-3337 EXT. 31; fax 813-643-0759; holly@usdeeds.com]

RE: Documents for Nelva E. Brunsting

FILE #: 10-18673

DATE: March 3, 2010

Thank you for your order for the preparation of documents for the referenced client. HOWEVER, we are unable to complete the production of documents without the following:

1) A copy of the death certificate for Elmer Brunsting.
2) Is Nelva the sole beneficiary of the trust and it is for her benefit? Y - for lifetime
3) Whether there was a Probate in Iowa at Elmer's death? N
4) If the his estate was greater than $3.5 million at the time of death, we need a Federal estate tax return?

Please provide this information at your earliest convenience. We will provide completed documents as soon as possible after our receipt of the indicated items. Thank you.

U.S. DEEDS

Attorney-Prepared Property Transfers™

CONFIRMATION -- RECEIPT OF ORDER

TO: Summer Peoples
The Vacek Law Firm, PLLC
14800 St. Mary's Lane
Suite 230
Houston, TX 77079

Phone: (281) 531-5800
Fax: (281) 531-5885

FROM: Holly Wathen [877-353-3337 EXT. 31; fax 813-643-0759; holly@usdeeds.com]

RE: Documents for Nelva E. Brunsting

FILE #: 10-18673

DATE: February 15, 2010

This will confirm our receipt of your ORDER FORM for the preparation of documents for your referenced client. You will be notified if additional information is required for our completion of the documents.

Your FILE NUMBER is 10-18673. Please use this number when requesting information about this matter. The cost to prepare the deed is $235.00 and the recording fees will be about $30.00. Let me know if you would like us to prepare the deed for your client. Thanks

You can now EMAIL your new deed orders!
Email your order form and supporting documents to orders@usdeeds.com.

CANDACE L. CURTIS
1215 Ulfinian Way
Martinez CA 94553

January 3, 2012

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 0290 0000 7314 5063

Ms. Anita Kay Brunsting
De facto Co-Trustee
203 Bloomingdale Circle
Victoria TX 77904

RE: Brunsting Family Living Trust, dated October 10, 1996, as amended
Statutory Demand for Full and Complete Disclosure and Accounting

Dear Anita:

When our Father and Mother created the above-referenced trust, it was a typical trust with boilerplate forms. They filled in the blanks with THEIR intent. It was obvious they wanted everything to go smoothly when they "left this mortal coil", avoiding probate, taxes, AND SQUABBLING. They were BOTH of sound mind at the time and Daddy was quite proud to have done so well for his family. NEITHER PARENT WOULD EVER HAVE CONCEIVED THE NOTION TO PUT ONE SIBLING IN CHARGE OF ANOTHER'S INHERITANCE. Moreover, if you had even SUGGESTED to Daddy that Carl's family be disinherited for any reason, he would have cut you off so quickly your head would spin. As it stands, you have bullied and tricked Mother into thinking she was helping Carl, when in fact she was being used to help YOU cut off (rob) his family.

Reviewing old emails I find evidence of your machinations BEFORE Daddy passed away. These machinations included trying to convince Mother to sell the farm AFTER Daddy passed away. You also tried to convince her that YOU could do a better job with investments than Daddy. Mother was offended by that suggestion and told you so. After he passed away you tried to convince Mother to cancel the last-to-die life insurance policy. You clearly were not thinking of anything but your own selfishness and greed. Finally, I understand that after Daddy passed away you tried to convince Carl to put Carole's and my personal asset trusts in quasi-conservatorship.

If I were in your shoes, I would do some crash reading on fiduciary obligation and, in your particular case, I would begin with the common dictionary definition of the word trust. If that is not clear enough, please refer to Black's Law Dictionary AND Subtitle B,

Sections 111-117, of Title 9 of the Texas Property Code. After that I would consult with a really good criminal attorney.

If, at this juncture, you are wondering if I am questioning your loyalty and trustworthiness, make no mistake about it. The information which has come to my attention, including physical evidence, has me not merely appalled and sickened, but I am emotionally distressed and, quite frankly, a little angry as well.

It is my understanding that you are presently acting as a Trustee for the Brunsting Family Living Trust. As a beneficiary of the Trust, I have standing to demand a written statement of account and other information from you. As a trustee you have a corresponding legal obligation to provide the information requested.

Your failure or refusal to meet your mandatory disclosure obligations is a breach of trust and I hereby demand that you inform me of the identities and contact information for the Trust Protector and the Special Co-Trustee, in writing, immediately, upon receipt of this demand. In addition, at the same time you are to provide me with copies of all appointment documents related thereto.

This letter also constitutes actual and constructive notice of a formal demand for a true and complete copy of all trust related documents including, but not limited to, a full and complete accounting covering ALL transactions since the last accounting, or since the creation of the Trust, whichever is later. To the extent that written statements of account with respect to such trusts have been prepared for any prior period or periods, and have been delivered to any beneficiary, this letter constitutes formal legal demand for true and complete copies of such statements of account.

Had you endeavored to understand your fiduciary obligations, rather than pursuing your own self-interest, you would never have attempted to rupture this Trust, as you would have realized your efforts would be of no avail unless you followed the established rules. Had you followed the rules, attempted changes to the trust would not have occurred and you would never have pretended any alleged changes to be valid.

In so doing you have all but confessed your abject moral bankruptcy and, as opposed to consolidating unbridled power unto yourself, you enmeshed yourself in conflicts of interest and made yourself both liable and culpable. Withholding information you have a duty to divulge only sinks you in deeper.

I am particularly interested in how we got from Carl and Amy as successor co-trustees, with me as alternate, to you and Amy as successor co-trustees AND QUASI-CONSERVATORS of Carl's and my personal asset trusts, WITHOUT ANY NOTICE WHATSOEVER. The last I heard about it from Mother was several years back. She felt Amy was unstable and wanted to replace her with me. She asked me if I would do it and I agreed. Then, all of a sudden, Mother decided it would be easier to replace Amy with you. She said she hoped her decision did not hurt my feelings.

My previous letter pointed you to the law regarding what you must produce to constitute a full and complete accounting. I hereby demand this accounting to specifically include a list describing all gifts, gratuities and compensation received by you, whether from Nelva Brunsting or from the trust Res, including when and how received, as well as copies of all attorney bills paid for with trust funds.

With this letter I also demand a written update as to the status of the last-to-die life insurance proceeds. It has been more than six weeks and based upon your past and present refusal to educate the beneficiaries about this policy, while asking them to sign blank, undated waivers year after year, I am starting to get worried that there is something else we don't know about yet.

Tex. Trust Code Ann. §113.151 provides that ALL of the trust documents and the full and complete accounting be delivered to me within a "reasonable time." Having made a common law demand for accounting mailed December 18, 2011, and receiving no responsive documents, it is my position that a reasonable time is on or before sixty (60) days after your receipt of this statutory demand.

The documents and accounting should be sent to the undersigned at 1215 Ulfinian Way, Martinez, CA 94553, not later than 5:00 p.m., on or before the first business day to occur sixty (60) days after your receipt of this demand.

Please confirm to me in writing, within ten (10) days of your receipt of this demand, that you intend to furnish all of the information requested in this demand on or before the dates specified.

If I do not receive written confirmation within such time, then I reserve the right to immediately file a motion in any court of competent jurisdiction to compel compliance with this demand. Any motion to compel compliance with this demand may also contain a request that, because of your breach of the fiduciary duty to disclose, you, acting in your individual capacity, pay all legal fees and costs incident to the enforcement of this demand.

If you believe this request is over burdensome or unreasonable, you will provide my designated agent with access to the books and records in your possession, and you will do so without delay. You are advised that this will be my last non-judicial effort to compel you to meet your fiduciary obligations. I have everything I need to get an injunction and I would not advise trying my patience any further.

If you have any questions regarding this matter please do not hesitate to contact me in writing to express your concerns. If you have legal counsel you are to communicate through that counsel.

Very truly yours,

Candace L. Curtis

/cc

Cc: Mr. Carl Henry Brunsting
Co-Trustee
5629 Flack Drive
Houston TX 77081

Ms. Amy Ruth Brunsting
Co-Trustee
2582 Country Ledge
New Braunfels TX 78132

Ms. Carole Ann Brunsting
5822 Jason
Houston TX 77074

Ms. Candace Freed
Vacek and Freed PLLC
11777 Katy Freeway
Suite 300 South
Houston TX 77079

From:	Summer Peoples
To:	Anita Brunsting; Carole Brunsting; occurtis@sbcglobal.net; at.home3@yahoo.com
CC:	Candace Freed
Sent:	10/14/2010 4:02:38 PM
Subject:	Brunsting Conference Call

Brunsting Family:

The conference call with attorney Candace Freed is scheduled for **Monday, October 18, 2010 at 6:00 p.m. CST** (Central Standard Time). At that time, please call the toll-free number: **1-800-511-7983** and enter the **access code** (**598-6417**) when prompted to do so.

I have already called Mrs. Nelva Brunsting to provide her with this same information for Monday's call. If any of you know that your sibling will not check her e-mail before Monday's conference call, please call her to pass this information along.

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

IRS CIRCULAR 230 DISCLOSURE: Tax advice contained in this communication (including any attachments) is neither intended nor written to be used, and cannot be used, to avoid penalties under the Internal Revenue Code or to promote, market, or recommend to anyone a transaction or matter addressed in this communication.

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged.

This information is confidential information and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this electronic message to the intended recipient, you are notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify us immediately by reply e-mail or by telephone (1-800-229-3002) and destroy the original transmission and its attachments without reading or saving them to disk or otherwise.

From: Summer Peoples
To: Anita Brunsting; Carole Brunsting; occurtis@sbcglobal.net; at.home3@yahoo.com
CC: Candace Freed
Sent: 10/14/2010 4:02:37 PM
Subject: Brunsting Conference Call

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From: Anita Brunsting
To: Candace Freed
Sent: 10/6/2010 8:19:06 PM
Subject: Brunsting Family Trust

Candace,

I spoke to mom tonight and she agreed to resign as trustee and appoint me as trustee. I told her that you would be contacting her to re-explain things and make sure she understood what was happening.

If you have any questions, my cell is 361-550-7132.

Thanks,
Anita

From: Summer Peoples
To: akbrunsting@suddenlink.net
CC: Candace Freed
Sent: 10/11/2010 2:56:24 PM
Subject: Brunsting Trust

Ms. Anita Brunsting:

Attorney Candace Freed needs to coordinate a teleconference call with you, your mother, and your siblings to discuss changes to be made to the Brunsting Family Living Trust.

Please reply to this e-mail and provide me with all of your siblings e-mail addresses for Mrs. Freed to coordinate the teleconference call and explain the nature of the call.

We have moved! Our new office address is as shown below. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
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CC: Candace Freed
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Thanks,

Summer Peoples, CP
Certified Paralegal

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From: Anita Brunsting
To: Candace Freed
Sent: 5/17/2004 1:53:00 PM
Subject: call from Dr.

Candace,

Amy took mom to her long-time family doctor a couple of Friday's ago. He said that he would call you. Has he? I wasn't sure if a phone call would suffice, and I'm assuming that we still need a 2nd dr's opinion.

Anita

From: Anita Brunsting
To: Candace Freed
Sent: 10/19/2010 9:03:07 PM
Subject: conference call

Just in case you didn't get my voicemail. 5 pm this Monday (10/25) will work for all of us, will this work for you?

Thanks, Anita

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

October 28, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: BRUNSTING FAMILY LIVING TRUST
Property: NW Fractional Quarter of Section Two, Township Ninety-Six, Range Forty-Five, Sioux County, Iowa

Dear Mrs. Brunsting:

Enclosed please find the following documents:

√ Original recorded real estate document for the above property to be placed with your original estate planning documents for safekeeping. Please store this letter along with the original document.

√ Hole-punched copy of same to be placed under the "Title Transfer Documents" tab in your Estate Planning Portfolio binder.

If you have any questions in this matter, please feel free to contact our office.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
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Telefax (281) 531-5885
E-mail Address: consult@vacek.com

July 13, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: Estate of Elmer H. Brunsting

Dear Mrs. Brunsting:

Enclosed is the formal opinion letter from Mr. De Koster of Hull, Iowa. We have retained a copy of this letter in our file. Also, enclosed is his statement for legal services. We have added his fees to our statement, which is also enclosed. We will pay his office directly. You need only to reimburse us for his fees and pay our expenses associated with this matter. Our statement details the fees due to our firm. Your prompt payment is appreciated. I have enclosed an envelope for your convenience.

Finally, the Deed prepared by US Deeds for your Iowa property is in our office and ready for your signature before a notary public. Please call me to arrange a time convenient for you to drop by our office to sign this Deed. We will then send it to US Deeds for recording in Iowa.

I look forward to hearing from you soon.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

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(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

January 20, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: Estate of Elmer H. Brunsting

Dear Mrs. Brunsting:

Enclosed is a list of the assets for you and your spouse's estate. Please look it over to make sure we have included all assets. You **do not** need to verify account numbers or amounts. If you have any questions about asset values, these will be discussed at your next meeting.

Your next appointment with attorney Candace L. Kunz-Freed is set for Wednesday, January 27, 2010 at 10:00 a.m. Please bring the signed "law firm copy" of the Asset List to your appointment.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

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(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

May 26, 2009

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: The Estate of ELMER H. BRUNSTING

Dear Mrs. Brunsting:

I have enclosed two copies of the engagement letter for the above estate. Please sign both copies, and return the copy marked "law firm copy" to our office in the enclosed envelope.

Feel free to contact our office if you have any questions.

Sincerely,

Summer Kennan, CP
Certified Paralegal

/sk
Enclosures

RECEIPT OF ORIGINAL DOCUMENTS

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, hereby acknowledge receipt of the following original estate planning documents from The Vacek Law Firm, PLLC.

- The Restatement of the BRUNSTING FAMILY LIVING TRUST
- Pour-Over Will - Husband
- Pour-Over Will - Wife
- Durable Special Power of Attorney - Husband
- Durable Special Power of Attorney - Wife
- Medical Power of Attorney - Husband
- Medical Power of Attorney - Wife
- Directive to Physicians (Living Will) - Husband
- Directive to Physicians (Living Will) - Wife
- Authorization for Release of Protected Health Information - Husband
- Authorization for Release of Protected Health Information - Wife
- Affidavit of Trust
- Transfer & Contribution Agreement
- Certificate of Trust
- Other _____

_____

_____

DATE: January 12, 2005

ELMER H. BRUNSTING

NELVA E. BRUNSTING

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
RONALD P. CHIN
*Board Certified Estate Planning and Probate Law
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11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

July 1, 2008

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

STATEMENT

Legal Fee for preparing the Certificate of Trust and Appointment of Successor Trustee in connection with the BRUNSTING FAMILY LIVING TRUST.

TOTAL DUE: **$250.00**

Thank you!

typo

Client to mail check still owes the above
7/1/08
CLF

Paid

THE VACEK LAW FIRM, PLLC

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

Name: Brunetz, Nelva E. Date: 11/08/2007

For Legal Services Rendered, as follows:

D.S.P.O.A.

Med POA

Total Fee: $ 200

Paid: 0

Balance: $ 200

Pd. 11/08/07
check
#5707

By: Candace Kunz-Freed
The Vacek Law Firm, PLLC

Client Name: Brunstring Date: 08/16/2006

FEES FOR AMENDMENTS TO ESTATE PLAN

- ❑ **Estate Plan "Tune-up" - $250**
  Includes latest changes in tax law, trust and estate law, and miscellaneous "fine tuning" of important provisions.
- ❑ **HIPAA Tune-up Package - $395 (married) - $250(single)**
  1. Amendment to Living Trust
  2. Medical Power of Attorney
  3. Authorization for Release of Protected Health Information
- ☑ **Trustee Change - $250**
  Includes:
  1. Amendment to Living Trust
  2. Amendment to Affidavit of Trust
  3. Amendment to Certificate of Trust
  4. New Diagram
- ❑ **Disinherit Child - $150**
  Redrafting of the following provisions:
  1. Family Identification
  2. Definitions
  3. Distribution
- ❑ **Add or Remove Beneficiaries - $150**
- ❑ **Distribution Change:**
  1. Percentage change and beneficiary change - $100
  2. Complex Distribution - $500
  3. Generation Skipping/Personal Asset Trust - $750
  4. Ultimate Distribution - $100
  5. Specific Distribution - $200
- ❑ **Restatement of Living Trust using the Personal Asset Trust - $1,500**
  (recommended for all trusts drafted prior to 2003)
- ❑ **Medical Documents - $50 per document, per person**
  1. Medical Power of Attorney
  2. Directive to Physicians
  3. Authorization for Release of Protected Health Information
  4. Identification Cards
- ❑ **Pour-over Wills and Powers of Attorney - $150** (each)
- ❑ **General Warranty Deed - $150** (each)
- ❑ **Homestead Exemption Application - $100**
- ❑ **Funding:**
  1. Complete funding book with step-by-step instructions - $250
  2. Individual Letters (5 or less) - $100
- ❑ **Other:**

_____

_____

Total Fee for Services to be Rendered: $_____ Initial: _____

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

Name: Brunsting, Nelva Date: 8/10/2007

For Legal Services Rendered, as follows:

$250 for Trustee change

Total Fee: $250.-

Paid: $250.-

Balance: 0

By: Candace A Klump Reed
The Vacek Law Firm, PLLC

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
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11511 Katy Freeway, Suite 520
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E-Mail Address: consult@vacek.com

August 13, 2001

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

Dear Mr. & Mrs. Brunsting:

Enclosed please find the following documents:

✓ Original recorded Warranty Deed(s) to be placed with your original estate planning documents for safekeeping.

✓ Hole-punched copies for your Estate Planning Portfolio.

____ Statement for recording fees we paid on your behalf to the County Clerk.

✓ Copy for your records of the homestead exemption application with attachments we submitted on your behalf to the county appraisal district.

____ Cover letter and homestead exemption application with attachments to be signed and mailed by you to the county appraisal district along with proof of age such as a copy of your driver's license or birth certificate.

If you have any questions in this matter, please feel free to contact Ms. Allman at (281) 531-5800 ext 106.

Yours very truly,

Albert E. Vacek, Jr.

AEV/cra
Enclosures

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
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1-800-229-3002
Telefax (281) 531-5885
E-Mail Address: consult@vacek.com

April 2, 2001

Mr. and Mrs. Elmer Brunsting
13630 Pinerock
Houston, Texas 77079

Dear Mr. and Mrs. Brunsting:

Thank you for calling for our Estate Plan Review Kit.

The purpose of the Review Kit is to prepare you for your meeting with us where we review your estate plan in depth. This meeting is very important for you and your family.

Please contact my legal assistant, Cathy Driskell, as soon as you can to set up an appointment time which will be convenient for you to come to the office to review your estate plan. If we have not heard from you within two weeks, we will contact you to schedule the appointment.

I have enclosed a copy of the map to our office just in case it has been a while since you last visited with us. Also, we have reserved, covered parking directly out the back door of the building in parking spaces numbered 72 through 75.

I hope that you enjoy looking through the Review Kit.

Yours very truly,

Albert E. Vacek, Jr.

AEV:cd
Enclosure

BOBBIE GRACE BAYLESS *
BOARD CERTIFIED CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
NATIONAL BOARD OF TRIAL ADVOCACY
bayless@baylessstokes.com

BAYLESS & STOKES
ATTORNEYS AT LAW
2931 FERNDALE
HOUSTON, TEXAS 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

* DALIA BROWNING STOKES
BOARD CERTIFIED ESTATE PLANNING & PROBATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
stokes@baylessstokes.com
*LICENSED IN TEXAS AND COLORADO

March 14, 2012

Sent via Certified Mail
Return Receipt Requested

Candace L. Kunz-Freed
Vacek & Freed, PLLC
11777 Katy Freeway, Suite 300
Houston, TX 77079

Anita Kay Brunsting
203 Bloomingdale Circle
Victoria, TX 77904

Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, TX 78132

Re: ***Estates of Elmer and Nelva Brunsting***

Dear Ms. Freed, Ms. Brunsting, & Ms. Brunsting:

As you no doubt now know, I represent Carl Brunsting. Carl was named as the personal representative in both Elmer and Nelva Brunsting's wills. Carl has reason to believe that one of the parties to whom this letter is addressed has the original of his father's and/or his mother's wills. He also has reason to believe that the parties to whom this letter is addressed have papers belonging to the estate of Elmer and/or Nelva Brunsting.

To the extent any of you have the original of Elmer or Nelva Brunsting's wills, you had an obligation pursuant to Tex. Prob. Code Ann. §75 to deliver those original wills to the clerk of the Harris County Probate Court upon learning of Elmer and Nelva's deaths. I have checked the probate court records, and it does not appear that the original of either will has been so delivered. Tex. Prob. Code Ann. §75 also requires the delivery of any papers belonging to Elmer and Nelva's estate to Carl. Tex. Prob. Code Ann. §75, a copy of which is enclosed, provides for severe penalties for the failure to deliver the original wills to the probate clerk or the papers to the executor.

Although it is not required, demand is hereby made that the original wills of Elmer and Nelva Brunsting be filed with the Harris County Probate Clerk, pursuant to Tex. Prob. Code Ann. §75, within five business days of your receipt of this letter and that notice be provided to me of that filing. Demand is also made that all papers belonging to Elmer or Nelva Brunsting be delivered to my office within two weeks of your receipt of this letter. If for some reason those time frames create a problem, please contact me upon your receipt of this letter. I hope it will not be necessary to invoke the remedies set forth in Tex. Prob. Code §75, so I look forward to your cooperation in this matter.

Very truly yours,

Bobbie G. Bayless

BGB/st

cc: Carl Brunsting (via email)

From:	Summer Peoples
To:	Anita Brunsting; Carole Brunsting; occurtis@sbcglobal.net; at.home3@yahoo.com
CC:	Candace Freed
Sent:	10/25/2010 12:06:39 PM
Subject:	FW: Brunsting Conference Call

The teleconference call has been rescheduled to **this afternoon for 5:00 p.m. CST (Central Standard Time)**. As directed in my previous e-mail, at 5:00 p.m. CST, please call the toll-free number: **1-800-511-7983** and enter the **access code** (**598-6417**) when prompted to do so.

As I understand it, Mrs. Nelva Brunsting has been informed of this rescheduled conference and has already been provided with this same information for today's call. If any of you know that your sibling will not check her e-mail before this afternoon's conference call, please call her to pass this information along.

Thanks,

Summer

From: Summer Peoples
Sent: 10/14/2010 4:03 PM
To: 'Anita Brunsting'; 'Carole Brunsting'; 'occurtis@sbcglobal.net'; 'at.home3@yahoo.com'
Cc: Candace Freed
Subject: Brunsting Conference Call
Importance: High

Brunsting Family:

The conference call with attorney Candace Freed is scheduled for **Monday, October 18, 2010 at 6:00 p.m. CST** (Central Standard Time). At that time, please call the toll-free number: **1-800-511-7983** and enter the **access code** (**598-6417**) when prompted to do so.

I have already called Mrs. Nelva Brunsting to provide her with this same information for Monday's call. If any of you know that your sibling will not check her e-mail before Monday's conference call, please call her to pass this information along.

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

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From: Candace Freed
To: Candace Freed
Sent: 11/15/2010 9:01:40 AM
Subject: FW: Brunsting trust

Candace

From: Amy Tschirhart [mailto:at.home3@yahoo.com]
Sent: Sunday, November 07, 2010 7:33 PM
To: Candace Freed
Subject: Re: Brunsting trust

Hi Candace,
I took mom to her appointment with Dr. White on Friday. Carole insisted on being there also since she has medical power of attorney. Dr. White has known our family for a long time and when he realized that he was in the middle of a family dispute, he was reluctant to make a decision on mom's competency.

He spoke with mom and encouraged her to let someone else handle her finances. He also said she should not be driving anymore. I asked him to write you a letter stating whether mom was competent or not and he said he would call you, but he'd rather not write a letter. It is his opinion that at times she might be competent, but at other times she is not. I thought there was a more precise method of evaluating competency based on observed behavior. Dr. White's phone number is (713) 978-7975 if you need to reach him.

After you talk with him, please let me know what you would like us to do. I can make an appointment with a neurologist if you need a more definitive answer.

Thanks,
Amy Tschirhart
(830)625-8352 daytime
(830)822-2388 cell

From: Summer Peoples
To: Anita Brunsting; Carole Brunsting; occurtis@sbcglobal.net; at.home3@yahoo.com
CC: Candace Freed
Sent: 10/25/2010 12:06:38 PM
Subject: FW: Brunsting Conference Call

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Subject: Brunsting Conference Call
Importance: High

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Thanks,

Summer Peoples, CP
Certified Paralegal

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Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

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CANDACE L. CURTIS
1215 Ulfinian Way
Martinez CA 94553

December 19, 2011

CERTIFIED MAIL R.R.R
ARTICLE NO. 7010 0290 0002 8531 8903
Ms. Anita Kay Brunsting
Co-Trustee
203 Bloomingdale Circle
Victoria TX 77904

CERTIFIED MAIL R.R.R
ARTICLE NO. 7010 0290 0002 8531 8866
Ms. Amy Ruth Brunsting
Co-Trustee
2582 Country Ledge
New Braunfels TX 78132

RE: Brunsting Family Living Trust, dated October 10, 1996, as amended
Formal Demand for Full and Complete Disclosure and Accounting

Dear Amy and Anita,

This letter shall stand as my formal written demand for you to provide me copies of the trust documents forthwith, including but not limited to wills, trusts as amended, declarations of trusts, indentures, death certificates, life insurance policies, and anything else relevant to the trust assets and/or the beneficiaries' beneficial interests.

As co-trustees you are hereby notified that before any of the trust assets are distributed, sold, or otherwise disposed of, you are required to provide all beneficiaries with prior notice, as required by Texas Property Code.

Furthermore, with this letter I demand a full and complete accounting of the trust assets. If you have questions regarding what that entails I suggest you begin by reviewing § 113.152 of the property code. To date I have never received an accounting, therefore, the period covered by this demand shall begin the moment one or both of you became a trustee or in any other manner assumed fiduciary capacity over Mother's financial affairs.

I am quite troubled by the simple fact that I have received no communication from you, of any type, since I left Houston after Mother's funeral. Your distribution of assets and personal effects in direct disregard for our Mother's express wishes is equally troubling.

Your tampering with the intent of our parent's trust constitutes a challenge to that trust under the terms of which you can be disinherited. I do not think you want push to come to shove on these kinds of issues. You both know what you have done and so do the rest of us.

At this juncture, you still retain the opportunity to cure and to save face. As long as we are all in agreement that the original intent of this trust will be the result of the estate's proper distribution, and we are all in agreement with that distribution, court intervention will not be necessary.

However, the conniving, deceitful manner in which you obtained control over the trust, trust assets, and the individual trust accounts for both Carl and myself, may soon be the subject of much inquiry. May I advise you that by accepting both the role of fiduciary AND gifts from the principal, you have consented to have your conduct measured by a higher standard of loyalty. You should also note that the violation of the duty that the fiduciary owes the principal CAN result in a felony conviction. I strongly suggest you execute your fiduciary obligations pursuant to the intent of the original trusts' terms and not according to the terms of your own manufacture.

Sincerely,

Candy

/cc

Cc: Ms. Carole Ann Brunsting
5822 Jason
Houston TX 77074

Mr. Carl Henry Brunsting
5629 Flack Drive
Houston TX 77081

Ms. Candace Freed
Vacek and Freed PLLC
11777 Katy Freeway
Suite 300 South
Houston, Texas 77079

From: Candace Freed
To: 'occurtis@sbcglobal.net'; 'at.home3@yahoo.com'; 'Anita Brunsting'; 'Carole Brunsting'
Sent: 11/17/2010 4:38:43 PM
Subject: Nelva Brunsting

Amy and Family, Thank you for the update on your mom, Nelva Brunsting. The purpose of the conference call and the suggestion that Ms. Brunsting be evaluated was based solely on conversations that I had with Ms. Brunsting and to let you all know that I had concerns based on those conversations. If she has been evaluated by her physician and you as a family are comfortable with his or her diagnosis, then you have addressed the concerns that I had. I appreciate your letting me know the opinion of the doctor. I hope your mom is doing well and she continues to improve.

Please let me know if I can be any further assistance.

Very truly Yours,

Candace L. Kunz-Freed
Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

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From:	Anita Brunsting
To:	'Amy Tschirhart'; Summer Peoples; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net; Candace Freed
Sent:	10/14/2010 5:08:32 PM
Subject:	RE: Brunsting Trust

I can meet then too. Anita

From: Amy Tschirhart [mailto:at.home3@yahoo.com]
Sent: Thursday, October 14, 2010 8:57 AM
To: Summer Peoples; occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; Candace Freed
Subject: RE: Brunsting Trust

I can meet at that time. - Amy

--- On **Thu, 10/14/10, Candace Freed <*candace@vacek.com*>** wrote:

From: Candace Freed <candace@vacek.com>
Subject: RE: Brunsting Trust
To: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Date: Thursday, October 14, 2010, 6:25 AM

Dear Brunsting family,

Due to the inherent problems with having a day teleconference coordinating the schedules of 6 people, I am proposing that we have a conference call at 6 pm on Monday, October 18th at 6 pm Central standard time. Please let me know if this will work for each of you.

Sincerely,

Candace L. Kunz-Freed

Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

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From: Summer Peoples
Sent: Wednesday, October 13, 2010 8:43 AM
To: occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com
Cc: Candace Freed
Subject: Brunsting Trust
Importance: High

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
3. Monday, October 18th @ 4 p.m. CST
4. Thursday, October 21st 10 a.m. CST

I am reserving these times for you until I hear from you to confirm one of them. Please coordinate with each other as soon as possible and contact me today (or tomorrow, at the latest, since our office is closed on Fridays) so that we may set this on the calendar as a confirmed appointment.

I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

Certified Paralegal

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Toll Free: 1.800.229.3002

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E-mail: summer@vacek.com

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From: Candace Curtis
To: Summer Peoples; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com; Candace Freed
Sent: 10/14/2010 10:06:47 AM
Subject: RE: Brunsting Trust

Fine with me.

--- On **Thu, 10/14/10, Candace Freed <*candace@vacek.com*>** wrote:

From: Candace Freed <candace@vacek.com>
Subject: RE: Brunsting Trust
To: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
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Attorney at Law

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From: Amy Tschirhart
To: Summer Peoples; occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; Candace Freed
Sent: 10/14/2010 8:57:19 AM
Subject: RE: Brunsting Trust

I can meet at that time. - Amy

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Attorney at Law

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Facsimile: 281.531.5885

E-mail: summer@vacek.com

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From: Carole Brunsting
To: Summer Peoples; occurtis@sbcglobal.net; Anita Brunsting; at.home3@yahoo.com; Candace Freed
Sent: 10/14/2010 8:46:39 AM
Subject: RE: Brunsting Trust

Candace,
That time will work for me.
Thanks
Carole

--- On **Thu, 10/14/10, Candace Freed <*candace@vacek.com*>** wrote:

From: Candace Freed <candace@vacek.com>
Subject: RE: Brunsting Trust
To: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Date: Thursday, October 14, 2010, 8:25 AM

Dear Brunsting family,

Due to the inherent problems with having a day teleconference coordinating the schedules of 6 people, I am proposing that we have a conference call at 6 pm on Monday, October 18th at 6 pm Central standard time. Please let me know if this will work for each of you.

Sincerely,

Candace L. Kunz-Freed

Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

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From: Summer Peoples
Sent: Wednesday, October 13, 2010 8:43 AM
To: occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com
Cc: Candace Freed
Subject: Brunsting Trust
Importance: High

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Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
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I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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From: Anita Brunsting
To: 'Amy Tschirhart'; Summer Peoples; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net
CC: Candace Freed
Sent: 10/13/2010 10:26:00 PM
Subject: RE: Brunsting Trust

I can meet at any of those times also. Anita

From: Amy Tschirhart [mailto:at.home3@yahoo.com]
Sent: Wednesday, October 13, 2010 10:21 PM
To: 'Summer Peoples'; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net; Anita Brunsting
Cc: 'Candace Freed'
Subject: RE: Brunsting Trust

I can meet on Thursday, Oct 21 at 1 pm, 2 pm or 4 pm also. My classes have tests and I can get a sub.

Amy

--- On **Wed, 10/13/10, Anita Brunsting** <***akbrunsting@suddenlink.net***> wrote:

From: Anita Brunsting <akbrunsting@suddenlink.net>
Subject: RE: Brunsting Trust
To: "'Summer Peoples'" <Summer@vacek.com>, occurtis@sbcglobal.net, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "'Candace Freed'" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 7:22 PM

The only time listed that I can make is Monday at 4pm - I am teaching class during all the other times. My open times next week and the following are M or W after 3pm, Tues or Th after 12pm, and Friday's from 8am-noon.

Thanks, Anita

From: Summer Peoples [mailto:Summer@vacek.com]
Sent: Wednesday, October 13, 2010 8:43 AM
To: occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com
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I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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From: Amy Tschirhart
To: Summer Peoples; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net; Anita Brunsting
CC: Candace Freed
Sent: 10/13/2010 10:21:09 PM
Subject: RE: Brunsting Trust

I can meet on Thursday, Oct 21 at 1 pm, 2 pm or 4 pm also. My classes have tests and I can get a sub.

Amy

--- On **Wed, 10/13/10, Anita Brunsting** <***akbrunsting@suddenlink.net***> wrote:

From: Anita Brunsting <akbrunsting@suddenlink.net>
Subject: RE: Brunsting Trust
To: "'Summer Peoples'" <Summer@vacek.com>, occurtis@sbcglobal.net, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "'Candace Freed'" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 7:22 PM

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Thanks, Anita

From: Summer Peoples [mailto:Summer@vacek.com]
Sent: Wednesday, October 13, 2010 8:43 AM
To: occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com
Cc: Candace Freed
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Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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From: Amy Tschirhart
To: Candace Freed
Sent: 11/7/2010 7:32:45 PM
Subject: Re: Brunsting trust

Hi Candace,
I took mom to her appointment with Dr. White on Friday. Carole insisted on being there also since she has medical power of attorney. Dr. White has known our family for a long time and when he realized that he was in the middle of a family dispute, he was reluctant to make a decision on mom's competency.

He spoke with mom and encouraged her to let someone else handle her finances. He also said she should not be driving anymore. I asked him to write you a letter stating whether mom was competent or not and he said he would call you, but he'd rather not write a letter. It is his opinion that at times she might be competent, but at other times she is not. I thought there was a more precise method of evaluating competency based on observed behavior. Dr. White's phone number is (713) 978-7975 if you need to reach him.

After you talk with him, please let me know what you would like us to do. I can make an appointment with a neurologist if you need a more definitive answer.

Thanks,
Amy Tschirhart
(830)625-8352 daytime
(830)822-2388 cell

From: Anita Brunsting
To: Candace Freed; Summer Peoples; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net; at.home3@yahoo.com
Sent: 10/18/2010 7:09:02 AM
Subject: RE: Brunsting Trust

I just found out late last night that Katie is being inducted into the National Honor Society tonight at 6pm. So I won't be able to make the conference call. I apologize, I know the time was set in part due to my schedule. Whatever consensus you can come to is fine w/ me.

Anita

From: Candace Freed [mailto:candace@vacek.com]
Sent: Thursday, October 14, 2010 8:26 AM
To: Summer Peoples; occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com
Subject: RE: Brunsting Trust

Dear Brunsting family,

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Attorney at Law

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Toll-Free: 800.229.3002
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E-mail: candace@vacek.com
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Sent: Wednesday, October 13, 2010 8:43 AM
To: occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com

Cc: Candace Freed
Subject: Brunsting Trust
Importance: High

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From:	Anita Brunsting
To:	'Amy Tschirhart'; Summer Peoples; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net; Candace Freed
Sent:	10/14/2010 5:08:32 PM
Subject:	RE: Brunsting Trust

I can meet then too. Anita

From: Amy Tschirhart [mailto:at.home3@yahoo.com]
Sent: Thursday, October 14, 2010 8:57 AM
To: Summer Peoples; occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; Candace Freed
Subject: RE: Brunsting Trust

I can meet at that time. - Amy

--- On **Thu, 10/14/10, Candace Freed <*candace@vacek.com*>** wrote:

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Subject: RE: Brunsting Trust
To: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
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Thanks,

Summer Peoples, CP

Certified Paralegal

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From: Candace Curtis
To: Candace Freed
Sent: 10/14/2010 1:01:20 PM
Subject: RE: Brunsting Trust

Candace,

I didn't realize they taught cat herding in law school. Since you also advise our Mother in HER best interests, I wanted to give you a little history along with my two cents worth.

As the oldest child (now 57), our Dad made a point to inform me of his wishes regarding his estate and his thoughts on structuring the Brunsting Trust. At this juncture, I am compelled to express what I believe to have been his intent, based on family history and our conversations over the years.

His Father died in a nursing home. I was a teenager at the time. The few times I visited Grandpa there, I vowed never to put my own parents in a place like that, or to end up in a place like that myself. Dad did everything he could to keep my Grandma in her own home until she passed away.

Mother's Dad also spent his last months in a nursing home after being declared a pauper of the state.

Dad told me, in no uncertain terms, that the trust ensured that my Mother would have plenty of money to take care of herself if he predeceased her. He said that if her half ran out she could tap into his. Then, when she passed away, the remainder would be evenly divided among the remaining beneficiaries. He told me on more than one occasion that the money would help me when I retired. In other words, "don't squander it" and end up penniless in a nursing home, or worse.

Since July, when Carl was stricken with encephalitis, I have talked with my sisters more than I did the entire time I lived in Houston (30+ years). The worst has come out in some of them. It's downright nasty at times.

Based on my siblings' behavior and comments over the last few months, for the record, I think Carole should have the means to ensure that Mother stays in her own home until she dies. If Mother wants something different she will say so and Carole can facilitate whatever Mother chooses to do. If, at some point, Mother requires around-the-clock in-home care, so be it. She can afford it. She should not have to ask permission from anyone if she wants to tithe to her church, or have her hair done, or buy something she wants. She is fully capable of handling her own personal finances. However, in the future, if and when funds are required for Carl's long term care, it will be too much for her to deal with and, at that point, Carole should be able to step in.

Carole is an angel in my book. She has set aside her personal life for the last 5+ years in order to see that our parents, and now Carl, receive the best care and quality of life available to them, from medical treatment down to their favorite ice cream for dessert. She is devoted to Mother and Carl. There are no words to express my gratitude to her.

I anticipate an interesting conversation with everyone on Monday. Thank you for your efforts in pulling it together.

Regards,

Candace

--- On **Thu, 10/14/10, Candace Freed <*candace@vacek.com*>** wrote:

From: Candace Freed <candace@vacek.com>
Subject: RE: Brunsting Trust
To: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
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Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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From: Candace Curtis
To: Summer Peoples; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com; Candace Freed
Sent: 10/14/2010 10:06:47 AM
Subject: RE: Brunsting Trust

Fine with me.

--- On **Thu, 10/14/10, Candace Freed <*candace@vacek.com*>** wrote:

From: Candace Freed <candace@vacek.com>
Subject: RE: Brunsting Trust
To: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Date: Thursday, October 14, 2010, 6:25 AM

Dear Brunsting family,

Due to the inherent problems with having a day teleconference coordinating the schedules of 6 people, I am proposing that we have a conference call at 6 pm on Monday, October 18th at 6 pm Central standard time. Please let me know if this will work for each of you.

Sincerely,

Candace L. Kunz-Freed

Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

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From: Summer Peoples
Sent: Wednesday, October 13, 2010 8:43 AM
To: occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com
Cc: Candace Freed
Subject: Brunsting Trust
Importance: High

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1. Monday, October 18th @ 11 a.m. CST
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I look forward to hearing from you soon.

Thanks,

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Certified Paralegal

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14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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From: Amy Tschirhart
To: Summer Peoples; occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; Candace Freed
Sent: 10/14/2010 8:57:19 AM
Subject: RE: Brunsting Trust

I can meet at that time. - Amy

--- On **Thu, 10/14/10, Candace Freed <*candace@vacek.com*>** wrote:

From: Candace Freed <candace@vacek.com>
Subject: RE: Brunsting Trust
To: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
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From: Carole Brunsting
To: Summer Peoples; occurtis@sbcglobal.net; Anita Brunsting; at.home3@yahoo.com; Candace Freed
Sent: 10/14/2010 8:46:39 AM
Subject: RE: Brunsting Trust

Candace,
That time will work for me.
Thanks
Carole

--- On **Thu, 10/14/10, Candace Freed <*candace@vacek.com*>** wrote:

From: Candace Freed <candace@vacek.com>
Subject: RE: Brunsting Trust
To: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
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From: Candace Freed
To: Summer Peoples; 'occurtis@sbcglobal.net'; 'Anita Brunsting'; 'cbrunsting@sbcglobal.net'; 'at.home3@yahoo.com'
Sent: 10/14/2010 8:25:49 AM
Subject: RE: Brunsting Trust

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From: Anita Brunsting
To: 'Amy Tschirhart'; Summer Peoples; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net
CC: Candace Freed
Sent: 10/13/2010 10:26:00 PM
Subject: RE: Brunsting Trust

I can meet at any of those times also. Anita

From: Amy Tschirhart [mailto:at.home3@yahoo.com]
Sent: Wednesday, October 13, 2010 10:21 PM
To: 'Summer Peoples'; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net; Anita Brunsting
Cc: 'Candace Freed'
Subject: RE: Brunsting Trust

I can meet on Thursday, Oct 21 at 1 pm, 2 pm or 4 pm also. My classes have tests and I can get a sub.

Amy

--- On **Wed, 10/13/10, Anita Brunsting** <***akbrunsting@suddenlink.net***> wrote:

From: Anita Brunsting <akbrunsting@suddenlink.net>
Subject: RE: Brunsting Trust
To: "'Summer Peoples'" <Summer@vacek.com>, occurtis@sbcglobal.net, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "'Candace Freed'" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 7:22 PM

The only time listed that I can make is Monday at 4pm - I am teaching class during all the other times. My open times next week and the following are M or W after 3pm, Tues or Th after 12pm, and Friday's from 8am-noon.

Thanks, Anita

From: Summer Peoples [mailto:Summer@vacek.com]
Sent: Wednesday, October 13, 2010 8:43 AM
To: occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com
Cc: Candace Freed
Subject: Brunsting Trust
Importance: High

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From: Amy Tschirhart
To: Summer Peoples; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net; Anita Brunsting
CC: Candace Freed
Sent: 10/13/2010 10:21:09 PM
Subject: RE: Brunsting Trust

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Amy

--- On **Wed, 10/13/10, Anita Brunsting** <***akbrunsting@suddenlink.net***> wrote:

From: Anita Brunsting <akbrunsting@suddenlink.net>
Subject: RE: Brunsting Trust
To: "'Summer Peoples'" <Summer@vacek.com>, occurtis@sbcglobal.net, cbrunsting@sbcglobal.net, at.home3@yahoo.com
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Date: Wednesday, October 13, 2010, 7:22 PM

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From: Anita Brunsting
To: Summer Peoples; occurtis@sbcglobal.net; cbrunsting@sbcglobal.net; at.home3@yahoo.com
CC: Candace Freed
Sent: 10/13/2010 9:22:26 PM
Subject: RE: Brunsting Trust

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CC: Summer Peoples; 'occurtis@sbcglobal.net'; 'at.home3@yahoo.com'; 'akbrunsting@suddenlink.net'
Sent: 10/13/2010 10:53:37 AM
Subject: RE: Brunsting Trust

Ms. Brunsting,

The meeting is to discuss what your mom's current trust documents state versus what her needs currently are. I recommend that you attend this meeting via teleconference especially after the conversation that you were last in on. If your schedule does not permit the times offered then perhaps the time can be changed. The teleconference is being handled as such due to your moms mobility issues as well as the distance of all parties. I am sure you can appreciate that it is difficult to schedule a 6 person conference call with everyone's schedule.

Sincerely,

Candace L. Kunz-Freed
Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

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From: Carole Brunsting [mailto:cbrunsting@sbcglobal.net]
Sent: Wednesday, October 13, 2010 10:47 AM
To: Summer Peoples
Cc: occurtis@sbcglobal.net; at.home3@yahoo.com; Anita Brunsting; Candace Freed
Subject: RE: Brunsting Trust

Summer,
Thank you for your response. Now I understand the nature of the meeting, could you please clarify what you mean by "have no say". I assumed the "say" belonged to our Mother. If I am not understanding that correctly please let me know.
Thanks again,
Carole

--- On **Wed, 10/13/10, Summer Peoples <*Summer@vacek.com*>** wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: RE: Brunsting Trust
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Cc: occurtis@sbcglobal.net, at.home3@yahoo.com, "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 10:09 AM

Ms. Brunsting:

To answer your questions –

This teleconference meeting is to discuss changes to your mother's trust. If you are unable to attend, it simply means that you will have no say in what changes will be made. It will not be a problem if you cannot attend. However, Mrs. Freed wants to extend the invitation to all Mrs. Brunsting's children.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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From: Carole Brunsting [mailto:cbrunsting@sbcglobal.net]
Sent: 10/13/2010 9:06 AM

To: Summer Peoples
Subject: Re: Brunsting Trust

Summer,

What is this meeting in reference to? From looking at the time choices available, I may not be able to make the meeting and would like to know if that will be a problem.

Thanks

Carole Brunsting

--- On **Wed, 10/13/10, Summer Peoples <*Summer@vacek.com*>** wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: Brunsting Trust
To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 8:42 AM

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
3. Monday, October 18th @ 4 p.m. CST
4. Thursday, October 21st 10 a.m. CST

I am reserving these times for you until I hear from you to confirm one of them. Please coordinate with each other as soon as possible and contact me today (or tomorrow, at the latest, since our office is closed on Fridays) so that we may set this on the calendar as a confirmed appointment.

I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

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From:	Carole Brunsting
To:	Summer Peoples
CC:	occurtis@sbcglobal.net; at.home3@yahoo.com; Anita Brunsting; Candace Freed
Sent:	10/13/2010 10:47:15 AM
Subject:	RE: Brunsting Trust

Summer,
Thank you for your response. Now I understand the nature of the meeting, could you please clarify what you mean by "have no say". I assumed the "say" belonged to our Mother. If I am not understanding that correctly please let me know.
Thanks again,
Carole

--- On **Wed, 10/13/10, Summer Peoples <*Summer@vacek.com*>** wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: RE: Brunsting Trust
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Cc: occurtis@sbcglobal.net, at.home3@yahoo.com, "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 10:09 AM

Ms. Brunsting:

To answer your questions –

This teleconference meeting is to discuss changes to your mother's trust. If you are unable to attend, it simply means that you will have no say in what changes will be made. It will not be a problem if you cannot attend. However, Mrs. Freed wants to extend the invitation to all Mrs. Brunsting's children.

Thanks,

Summer Peoples, CP

Certified Paralegal

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From: Carole Brunsting [mailto:cbrunsting@sbcglobal.net]
Sent: 10/13/2010 9:06 AM
To: Summer Peoples
Subject: Re: Brunsting Trust

Summer,

What is this meeting in reference to? From looking at the time choices available, I may not be able to make the meeting and would like to know if that will be a problem.

Thanks

Carole Brunsting

--- On **Wed, 10/13/10, Summer Peoples <*Summer@vacek.com*>** wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: Brunsting Trust
To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 8:42 AM

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
3. Monday, October 18th @ 4 p.m. CST
4. Thursday, October 21st 10 a.m. CST

I am reserving these times for you until I hear from you to confirm one of them. Please coordinate with each other as soon as possible and contact me today (or tomorrow, at the latest, since our office is closed on Fridays) so that we may set this on the calendar as a confirmed appointment.

I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

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From: Candace Curtis
To: Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com; Summer Peoples
CC: Candace Freed
Sent: 10/13/2010 10:38:28 AM
Subject: Re: Brunsting Trust

All --

GREAT IDEA!! I am available anytime.

Candy

--- On **Wed, 10/13/10, Summer Peoples <*Summer@vacek.com*>** wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: Brunsting Trust
To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 6:42 AM

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

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I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

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From: Amy Tschirhart
To: occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; Summer Peoples
CC: Candace Freed
Sent: 10/13/2010 10:12:30 AM
Subject: Re: Brunsting Trust

Hi Candace,
The only time I can meet is Monday at 2 pm. I am a teacher and I teach classes from 11 am - 6 pm on Mondays and Wednesdays, 12 noon to 6 pm on Tuesdays, and 10 am to 6 pm on Thursdays. If the 2 pm time on Oct. 18th doesn't work out, would it be possible to meet before 11 am some morning?

Thank you,
Amy Tschirhart

--- On **Wed, 10/13/10, Summer Peoples <*Summer@vacek.com*>** wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: Brunsting Trust
To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 6:42 AM

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I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

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From: Summer Peoples
To: Carole Brunsting
CC: occurtis@sbcglobal.net; at.home3@yahoo.com; Anita Brunsting; Candace Freed
Sent: 10/13/2010 10:09:54 AM
Subject: RE: Brunsting Trust

Ms. Brunsting:

To answer your questions –
This teleconference meeting is to discuss changes to your mother's trust. If you are unable to attend, it simply means that you will have no say in what changes will be made. It will not be a problem if you cannot attend. However, Mrs. Freed wants to extend the invitation to all Mrs. Brunsting's children.

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
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From: Carole Brunsting [mailto:cbrunsting@sbcglobal.net]
Sent: 10/13/2010 9:06 AM
To: Summer Peoples
Subject: Re: Brunsting Trust

Summer,
What is this meeting in reference to? From looking at the time choices available, I may not be able to make the meeting and would like to know if that will be a problem.
Thanks
Carole Brunsting

--- On **Wed, 10/13/10, Summer Peoples <*Summer@vacek.com*>** wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: Brunsting Trust
To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 8:42 AM

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I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

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From: Summer Peoples
To: Anita Brunsting
CC: Candace Freed
Sent: 10/12/2010 11:26:20 AM
Subject: RE: Brunsting Trust

Thank you. I will forward this to Mrs. Freed and add this information to our file.

Summer

From: Anita Brunsting [mailto:akbrunsting@suddenlink.net]
Sent: 10/11/2010 10:11 PM
To: Summer Peoples
Subject: RE: Brunsting Trust

at.home3@yahoo.com - Amy's

cbrunsting@sbcglobal.net - Carole's

occurtis@sbcglobal.net - Candy's

Carl is in the hospital recovering from encephalitis and will not be able to participate.

Anita

From: Summer Peoples [mailto:Summer@vacek.com]
Sent: Monday, October 11, 2010 2:56 PM
To: akbrunsting@suddenlink.net
Cc: Candace Freed
Subject: Brunsting Trust

Ms. Anita Brunsting:

Attorney Candace Freed needs to coordinate a teleconference call with you, your mother, and your siblings to discuss changes to be made to the Brunsting Family Living Trust.

Please reply to this e-mail and provide me with all of your siblings e-mail addresses for Mrs. Freed to coordinate the teleconference call and explain the nature of the call.

We have moved! Our new office address is as shown below. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

Thanks,

Summer Peoples, CP
Certified Paralegal

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
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From: Amy Tschirhart
To: Candace Freed
Sent: 10/30/2010 11:24:00 PM
Subject: Re: Brunsting trust status

Candace,
I just wanted to update you on our status. I've contacted Mom's primary care doctor and she has an appointment to see him on Friday, Nov. 5. If he deems that she is competent, he will send you a letter in that regard. If he doesn't believe she's competent, he will make an appointment with a second doctor to confirm his diagnosis.

Thanks,
Amy Tschirhart

From: Candace Freed
To: 'Amy Tschirhart'
Sent: 10/31/2010 5:57:48 AM
Subject: RE: Brunsting trust status

Thank you for the update. I hope she is doing well.

Sincerely,

Candace L. Kunz-Freed
Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

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From: Amy Tschirhart [mailto:at.home3@yahoo.com]
Sent: Saturday, October 30, 2010 11:24 PM
To: Candace Freed
Subject: Re: Brunsting trust status

Candace,
I just wanted to update you on our status. I've contacted Mom's primary care doctor and she has an appointment to see him on Friday, Nov. 5. If he deems that she is competent, he will send you a letter in that regard. If he doesn't believe she's competent, he will make an appointment with a second doctor to confirm his diagnosis.

Thanks,
Amy Tschirhart

From: Anita Brunsting
To: Candace Freed
Sent: 11/17/2010 12:48:06 PM
Subject: RE: call from Dr.

Ok, thanks. I have another question: Can my mother gift someone or let someone borrow from their inheritance from my dad's side (decedent's I guess) side of the trust?

From: Candace Freed [mailto:candace@vacek.com]
Sent: Wednesday, November 17, 2010 12:36 PM
To: Anita Brunsting
Subject: RE: call from Dr.

He has not called me to my knowledge. I will be happy to speak with him. Please have him call me.

Candace

From: Anita Brunsting [mailto:akbrunsting@suddenlink.net]
Sent: Monday, May 17, 2004 1:53 PM
To: Candace Freed
Subject: call from Dr.

Candace,

Amy took mom to her long-time family doctor a couple of Friday's ago. He said that he would call you. Has he? I wasn't sure if a phone call would suffice, and I'm assuming that we still need a 2nd dr's opinion.

Anita

From: Candace Freed
To: 'Anita Brunsting'
Sent: 11/17/2010 12:35:50 PM
Subject: RE: call from Dr.

He has not called me to my knowledge. I will be happy to speak with him. Please have him call me.

Candace

From: Anita Brunsting [mailto:akbrunsting@suddenlink.net]
Sent: Monday, May 17, 2004 1:53 PM
To: Candace Freed
Subject: call from Dr.

Candace,

Amy took mom to her long-time family doctor a couple of Friday's ago. He said that he would call you. Has he? I wasn't sure if a phone call would suffice, and I'm assuming that we still need a 2nd dr's opinion.

Anita

From: Candace Freed
To: 'Anita Brunsting'
Sent: 11/18/2010 8:05:31 AM
Subject: RE: call from Dr.

Yes, she can to Descendants. Please refer to Article 9 of the restated Trust (and any amendments thereto) for further clarification.

Sincerely,

Candace L. Kunz-Freed
Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

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From: Anita Brunsting [mailto:akbrunsting@suddenlink.net]
Sent: Wednesday, November 17, 2010 12:48 PM
To: Candace Freed
Subject: RE: call from Dr.

Ok, thanks. I have another question: Can my mother gift someone or let someone borrow from their inheritance from my dad's side (decedent's I guess) side of the trust?

From: Candace Freed [mailto:candace@vacek.com]
Sent: Wednesday, November 17, 2010 12:36 PM
To: Anita Brunsting
Subject: RE: call from Dr.

He has not called me to my knowledge. I will be happy to speak with him. Please have him call me.

Candace

From: Anita Brunsting [mailto:akbrunsting@suddenlink.net]
Sent: Monday, May 17, 2004 1:53 PM
To: Candace Freed
Subject: call from Dr.

Candace,

Amy took mom to her long-time family doctor a couple of Friday's ago. He said that he would call you. Has he? I wasn't sure if a phone call would suffice, and I'm assuming that we still need a 2nd dr's opinion.

Anita

From: Candace Freed
To: 'Anita Brunsting'
CC: Summer Peoples
Sent: 10/20/2010 6:07:29 AM
Subject: RE: conference call

Yes. Summer will email each of you on Monday with the call information and number for the call. Thank you for coordinating this as Summer is out this week on vacation. I have put it on my calendar.

Sincerely,

Candace L. Kunz-Freed
Attorney at Law

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From: Anita Brunsting [mailto:akbrunsting@suddenlink.net]
Sent: Tuesday, October 19, 2010 9:03 PM
To: Candace Freed
Subject: conference call

Just in case you didn't get my voicemail. 5 pm this Monday (10/25) will work for all of us, will this work for you?

Thanks, Anita

From: Anita Brunsting
To: Candace Freed
Sent: 12/4/2010 7:50:20 PM
Subject: RE: Nelva Brunsting

Will you be in the office the week of Dec. 20?

From: Candace Freed [mailto:candace@vacek.com]
Sent: Monday, November 29, 2010 8:30 AM
To: Anita Brunsting
Subject: RE: Nelva Brunsting

Anita,

I have not ever gotten a call from the Doctor. If he will not write a letter then I can only assume that he or she feels that Ms. Brunsting is more than capable of handling her financial affairs and making decisions regarding those. Recommending resignation as trustee is different than an opinion that Ms. Brunsting cannot serve in the capacity of Trustee. If the recommendation was that she reesign, and she wishes to do so, she need only call me and I will take care of the documentation. I will be happy to bring the documentation to her for her signature.

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From: Anita Brunsting [mailto:akbrunsting@suddenlink.net]
Sent: Saturday, November 27, 2010 10:37 PM
To: Candace Freed
Cc: 'Amy Tschirhart'
Subject: RE: Nelva Brunsting

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Btw - did Dr. White ever finally call you?

Thanks, Anita

From: Candace Freed [mailto:candace@vacek.com]
Sent: Wednesday, November 17, 2010 4:39 PM
To: occurtis@sbcglobal.net; at.home3@yahoo.com; Anita Brunsting; Carole Brunsting
Subject: Nelva Brunsting

Amy and Family, Thank you for the update on your mom, Nelva Brunsting. The purpose of the conference call and the suggestion that Ms. Brunsting be evaluated was based solely on conversations that I had with Ms. Brunsting and to let you all know that I had concerns based on those conversations. If she has been evaluated by her physician and you as a family are comfortable with his or her diagnosis, then you have addressed the concerns that I had. I appreciate your letting me know the opinion of the doctor. I hope your mom is doing well and she continues to improve.

Please let me know if I can be any further assistance.

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From: Candace Freed
To: 'Anita Brunsting'
Sent: 11/29/2010 8:30:27 AM
Subject: RE: Nelva Brunsting

Anita,

I have not ever gotten a call from the Doctor. If he will not write a letter then I can only assume that he or she feels that Ms. Brunsting is more than capable of handling her financial affairs and making decisions regarding those. Recommending resignation as trustee is different than an opinion that Ms. Brunsting cannot serve in the capacity of Trustee. If the recommendation was that she reesign, and she wishes to do so, she need only call me and I will take care of the documentation. I will be happy to bring the documentation to her for her signature.

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From: Anita Brunsting [mailto:akbrunsting@suddenlink.net]
Sent: Saturday, November 27, 2010 10:37 PM
To: Candace Freed
Cc: 'Amy Tschirhart'
Subject: RE: Nelva Brunsting

I'm not real clear about how you want us to proceed. Amy took mom to the family dr. a few weeks ago, and he said sometime she's clear about what's going on and sometimes she isnt, but he did recommend that she resign from the trust as trustee. I also understand that the trust language states something to the effect that should a trustee become compromised to the point where they are unable to understand the language of the trust or the duties of the trustee then they should resign (or get 2 dr's notes declaring them unable to fulfill the trustee's duties). So we don't necessarily have to get her declared completely mentally incompetent (which she isn't) but just not capable of handling the trustee duties?

So do we need to proceed w/ getting 2 dr's letter, or are you comfortable that mom will understand what she's doing if she resigns?

Btw - did Dr. White ever finally call you?

Thanks, Anita

From: Candace Freed [mailto:candace@vacek.com]
Sent: Wednesday, November 17, 2010 4:39 PM
To: occurtis@sbcglobal.net; at.home3@yahoo.com; Anita Brunsting; Carole Brunsting
Subject: Nelva Brunsting

Amy and Family, Thank you for the update on your mom, Nelva Brunsting. The purpose of the conference call and the suggestion that Ms. Brunsting be evaluated was based solely on conversations that I had with Ms. Brunsting and to let you all know that I had concerns based on those conversations. If she has been evaluated by her physician and you as a family are comfortable with his or her diagnosis, then you have addressed the concerns that I had. I appreciate your letting me know the opinion of the doctor. I hope your mom is doing well and she continues to improve.

Please let me know if I can be any further assistance.

Very truly Yours,

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From: Anita Brunsting
To: Candace Freed
CC: 'Amy Tschirhart'
Sent: 11/27/2010 10:36:40 PM
Subject: RE: Nelva Brunsting

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Thanks, Anita

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Sent: Wednesday, November 17, 2010 4:39 PM
To: occurtis@sbcglobal.net; at.home3@yahoo.com; Anita Brunsting; Carole Brunsting
Subject: Nelva Brunsting

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From: Candace Freed
To: 'Anita Brunsting'
Sent: 12/6/2010 8:17:19 AM
Subject: RE: Nelva Brunsting

Ms. Brunsting,

I will be here the week of the 20th. I will be out the morning of the 23rd but limited to the morning.

Sincerely,

Candace L. Kunz-Freed
Attorney at Law

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From: Anita Brunsting [mailto:akbrunsting@suddenlink.net]
Sent: Saturday, December 04, 2010 7:50 PM
To: Candace Freed
Subject: RE: Nelva Brunsting

Will you be in the office the week of Dec. 20?

From: Candace Freed [mailto:candace@vacek.com]
Sent: Monday, November 29, 2010 8:30 AM
To: Anita Brunsting
Subject: RE: Nelva Brunsting

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To: Candace Freed
Cc: 'Amy Tschirhart'
Subject: RE: Nelva Brunsting

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From: Carole Brunsting
To: Summer Peoples
Sent: 10/13/2010 9:06:10 AM
Subject: Re: Brunsting Trust

Summer,
What is this meeting in reference to? From looking at the time choices available, I may not be able to make the meeting and would like to know if that will be a problem.
Thanks
Carole Brunsting

--- On **Wed, 10/13/10, Summer Peoples <*Summer@vacek.com*>** wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: Brunsting Trust
To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 8:42 AM

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
3. Monday, October 18th @ 4 p.m. CST
4. Thursday, October 21st 10 a.m. CST

I am reserving these times for you until I hear from you to confirm one of them. Please coordinate with each other as soon as possible and contact me today (or tomorrow, at the latest, since our office is closed on Fridays) so that we may set this on the calendar as a confirmed appointment.

I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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From: Anita Brunsting
To: Candace Freed
Sent: 10/10/2010 9:54:28 PM
Subject: resignation of trustee

Candace,

My mom thinks she has an appointment w/ you at her house tomorrow, but she couldn't remember why. I think it's for her to sign the papers to resign from trustee and appoint me as trustee. Could you please let me know if this is correct? I've got some questions as to the duties of the appointed trustee.

Please e-mail me at my work e-mail: anita.brunsting@victoriacollege.edu

Thanks,
Anita

ASSIGNMENT OF LEASE

For valuable consideration received, NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignor," has BARGAINED, SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, whose address is 13630 Pinerock, Houston, Texas 77079, as "Assignee," all of her interest in and to the Lease Agreement described in Exhibit "A" attached hereto and incorporated herein for all purposes.

It is the intention of this instrument to transfer and convey to Assignee all of Assignor's interest in the Lease Agreement described in Exhibit "A."

EXECUTED on February 24, 2010.

_____
NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

_____
Notary Public, State of Texas

U.S. DEEDS
Attorney-Prepared Property Transfers™

HOLLY WATHEN
877-353-3337 EXT. 31
holly@usdeeds.com

March 9, 2010

Summer Peoples
The Vacek Law Firm, PLLC
14800 St. Mary's Lane, Suite 230
Houston, TX 77079

Re: Real Estate Conveyance for Brunsting, Nelva

Dear Summer:

In accordance with your request, we have prepared the enclosed documents for the transfer of your client's real property interest. Please arrange to have your client execute each of the documents as indicated on the face of the document and in accordance with the attached signing instructions.

At your earliest convenience, please return all originals of the executed transfer documents to us for recording. If you should have any questions regarding this matter, please don't hesitate to contact me. Thank you for allowing us to be of service.

Sincerely,

Holly Wathen

Enclosures

[redacted]
U.S. DEEDS
[redacted]
Attorney-Prepared Property Transfers™

Invoice

BILL TO
The Vacek Law Firm, PLLC 14800 St. Mary's Lane, Suite 230 Houston, TX 77079

DATE	INVOICE #
3/9/2010	17588

Client
Brunsting

DESCRIPTION	AMOUNT
Deed Preparation(IA)	235.00
Affidavit Preparation	100.00
Recording costs for documents	33.00

Total	$368.00
Payments/Credits	$0.00
Balance Due	$368.00

213 Brentshire Drive, Brandon, Florida 33511
Direct 813-643-7987 * Toll free 877-353-3337 * Fax 813-643-0759 * www.usdeeds.com

SIGNING INSTRUCTIONS
[IOWA]

1. The deed must be signed in the presence of a notary public.

2. The notary public must sign, affix the notary seal and indicate the date his or her commission expires. If the notary seal does not reference the notary name, the name of the notary must be printed, typed or stamped below the notary signature.

3. If signature is on behalf of a **corporation**, the name and title of the corporate officer must be indicated on the deed.

4. If this transfer is to a trust, please note that Iowa Code Chapter 9H prohibits certain types of trusts from owning agricultural land in Iowa. This includes any land suitable for farming. However, this prohibition only applies to certain trusts. Iowa Code 9H.1(22) defines these trusts not to include a revocable trust, so long as it is a revocable trust under 9H.1(20). The definition of revocable trust for this purpose is as follows:

   > "Revocable trust" means a trust which provides that the grantor retains the power to amend, modify, or revoke the trust at any time prior to the death of the grantor. regardless of whether, subsequent to the execution of the revocable trust and at any time prior to death, the grantor is legally competent to exercise the power to amend, modify, or revoke the trust and regardless of when the trust is created.

   The result is that if a trust is a revocable trust as defined above, it may own Iowa agricultural land, if it is not, it is prohibited from owning Iowa agricultural land. Fines for violations are steep, as much as $25,000.00.

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Edward Jones
9525 Katy Freeway, Ste. 122
Houston, TX 77024

Re: Change of Title on Investment Account
Account Name: Brunsting Family Living Trust
Account Number: 609-07698-1-8

To Whom It May Concern:

My spouse and I established a Revocable Living Trust and the above-referenced account is in the title of our Living Trust. My spouse has passed away. Please transfer the above-referenced Living Trust account to the account names which appear below and close the Living Trust account. The mailing address should remain as indicated above.

(1) Transfer approximately $295,259.20 worth of securities and/or cash (approximately 84% of the date of death value of the account) from the Living Trust account to the following-named account:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Elmer H. Brunsting Decedent's Trust is 27-6453100.)

(2) Finally, the balance of the Living Trust account should be transferred to the

Survivor's Trust, named 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.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

If a new account application form is needed, please forward such form with instructions.

Deposit the future Decedent's Trust income and dividends into the Survivor's Trust account. Please advise me before making the transfer if there will be any penalty or loss of interest. Please be advised that these instructions should not be followed if the subject account is an IRA.

I have attached a copy of an executed and notarized Certificate of Trust for each Trust herein so as to verify the essential terms of the trust document, copy of the W-9 form for each Trust and an original death certificate for my spouse.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800. Thank you for your immediate attention to this matter.

Sincerely,

_____

Nelva E. Brunsting

Encls.

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Bank of America
P.O. Box 25118
Tampa, FL 33622-5118

Re: Change of Title on Ckg Account Number 008519001143

To Whom It May Concern:

My spouse and I established a Revocable Living Trust and the account described above is in the title of that Living Trust. My spouse has passed away.

I request that the account number remain the same. If I cannot keep the same account number, leave this account in the name of the Brunsting Family Living Trust **and** change the social security number to **481-30-4685**. If the account number can remain the same, please change the account to the account name which appears below. The mailing address should remain as indicated above.

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

> NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

The enclosed copy of an executed Certificate of Trust verifying the essential terms of the trust document is provided for your records.

Please advise me before making the transfer if there will be any penalty or loss of interest. Any checks, if applicable, should be imprinted with my name only and without reference to the trust.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800.

Thank you for your immediate attention to this matter.

Sincerely,

_____
Nelva E. Brunsting

Encls.

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Blue Bonnet Credit Union
1314 Texas Avenue, Suite 1800
Houston, Texas 77002

Re: Change of Title on Account Number 5805 (owner: Elmer H. Brunsting)

To Whom It May Concern:

The above account is in the name of Elmer H. Brunsting. My spouse has passed away. **I request that the account number remain the same.** Please change the account to the account name which appears below. The mailing address should remain as indicated above.

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.
>
> **An acceptable abbreviation for account titling is as follows:**
>
> NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

The enclosed copy of an executed Certificate of Trust verifying the essential terms of the trust document is provided for your records.

Please advise me before making the transfer if there will be any penalty or loss of interest. Any checks, if applicable, should be imprinted with my name only and without reference to the trust.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800. Thank you for your immediate attention to this matter.

Sincerely,

Nelva E. Brunsting

Encls.

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Blue Bonnet Credit Union
1314 Texas Avenue, Suite 1800
Houston, Texas 77002

Re: Change of Title on Account Number 13332 (owner: Nelva E. Brunsting)

To Whom It May Concern:

My spouse and I established a Revocable Living Trust. My spouse has passed away. The account described above is in my name.

I request that the account number remain the same. If I cannot keep the same account number, leave this account in my name **and** name the Nelva E. Brunsting Survivor's Trust as payable on death ("POD") beneficiary. If the account number can remain the same, please change the account to the account name which appears below. The mailing address should remain as indicated above.

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

> NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

The enclosed copy of an executed Certificate of Trust verifying the essential terms of the trust document is provided for your records. **Please advise me before making the transfer if there will be any penalty or loss of interest**. Any checks, if applicable, should be imprinted with my name only and without reference to the trust.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800. Thank you for your immediate attention to this matter.

Sincerely,

_____
Nelva E. Brunsting

Encls.

Computershare
PO Box 43078
Providence Rhode Island 02940-3078
www.computershare.com/investor

Dear Holder

As requested, enclosed are the forms and instructions needed to transfer the decedent's stock to a new account or another holder. We have also enclosed answers to Frequently Asked Questions (FAQs) to assist you with completing the form and to answer transfer related questions you may have. You can find additional helpful information in the "Frequently Asked Questions" section of our website, **www.computershare.com/investor.**

To request the transfer, you will need to complete the following steps:

Step 1: **Transfer Request form –** Complete the enclosed form. All surviving registered holders (if applicable) or a legally authorized representative must sign the "Authorized Signatures" section (section 6), with a Medallion Signature Guarantee for each signature. An individual signing on behalf of the current registered holder must indicate his or her capacity next to the signature on the form (e.g. John Smith, Executor or John Smith, Custodian). See the enclosed FAQ document for additional information.

If the decedent held any certificated shares, you must include the original stock certificate(s) along with the Transfer Request form. If a certificate is lost, please contact us to find out the cost and process for requesting a certificate replacement. Lost certificates must be replaced prior to transferring the shares.

Step 2: **Form W-9, tax certification –** The new holder should sign and date section 8 of the enclosed Transfer Request form. If the new holder is unable to provide tax certification at this time, we will send him or her a Form W-9 (Request for Taxpayer Identification Number and Certification) once the transfer request is processed. Computershare will be required to withhold taxes on any dividends or other cash distributions until tax certification is received by us.

Step 3: **Additional tax documentation –** Obtain either (a) or (b), as applicable:

(a) If the decedent resided in a state in which an inheritance tax waiver is required, an Inheritance Tax Waiver form.

(b) If the decedent did not reside in a state in which an inheritance tax waiver is required, either (i) a Notarized Affidavit of Domicile (blank form enclosed), or (ii) an Inheritance Tax Waiver stamp affixed next to the signature on the Transfer Request form.

See the last page of the enclosed FAQ document for additional information on these items and how to obtain them.

Step 4: Send all required documents outlined above to:

Regular mail:
Computershare
P.O. Box 43078
Providence, RI 02940-3078

Overnight/certified/registered delivery:
Computershare
250 Royall Street
Canton, MA 02021

V&F 001388

00H2NG

Computershare

Computershare
PO Box 43078
Providence Rhode Island 02940-3078
www.computershare.com/investor

Name of Current Account Holder

Address

City, State, Zip

Current Holder Account Number

Company Name

Transfer Request — See enclosed instructions

PLEASE PRINT CLEARLY

CURRENT HOLDER INFORMATION

1 Daytime Telephone Number

Shares to be Transferred

PLEASE NOTE: Whole shares cannot be divided into fractional shares.

2 ☐ **Transfer ALL Shares** (all book-entry shares and any certificated shares submitted)
If this box is checked, do not complete sections 3, 4 and 5.

PARTIAL TRANSFER:

3 **DRS Book-Entry Shares** (number of whole shares to transfer)

4 **Certificated Shares** (number of whole shares to transfer)

IMPORTANT: Original certificate(s) must be submitted for your transfer to be executed.

5 **Investment Plan Book-Entry Shares** (number of whole and/or fractional shares to transfer, if applicable)

All transferred shares will be placed in book-entry form unless otherwise requested in writing.

6 **Authorized Signatures** — This section must be signed and stamped for your transfer to be executed.

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature.

NOTE: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union, that is participating in an approved Medallion Signature Guarantee Program. **(A NOTARY SEAL IS NOT ACCEPTABLE)**

Required ► Medallion Guarantee Stamp
(Notary Seal Is Not Acceptable)

Signature of All Current Holders or Legal Representatives

Date (mm / dd / yyyy)

IMPORTANT ► You must complete both sides of this form for it to be valid.

It is important that you follow the steps above to ensure that your transfer can be completed. Depending on the type of transfer being requested, your transfer should be completed within 10 business days of receipt. A statement will be sent to the new holder upon completion of the transfer. Please note, the statement cannot be sent to a third party. If your transfer cannot be processed due to missing or incomplete documentation, we will contact you for more information.

If the value of the shares you are transferring exceeds $14 million, or if you have any questions, please contact us online through the "Contact Us" section of the website.

Sincerely,

Computershare
Enclosures

Computershare

Transfer Request — See enclosed instructions

PLEASE PRINT CLEARLY

NEW HOLDER / RECIPIENT INFORMATION

• Please complete for each new holder • Use additional pages as necessary

7 Account Type (mark only one box with an "X"):

- ☐ **Individual** (complete A, B, C, G & H)
- ☐ **Custodial with Minor** (complete A, B, C, D, G & H)
- ☐ **Transfer on Death** (complete A, B, C, D, G & H)
- ☐ **Joint** (complete A, B, C, D, G & H)
- ☐ **Estate** (complete A, B, C, E, G & H)
- ☐ **Trustee/Trust** (complete A-H)
- ☐ **Other** (indicate type and complete A, B, C, D, G & H) _____

A New Holder's Existing Account Number (if applicable)

B *Social Security Number (SSN) or Employer Identification Number (EIN) ***(do not use hyphens)***

SSN ☐ EIN ☐ (check one box above)

C Name (First, MI, Last) - Individual / Custodian / Trustee / Executor / Other

D Name (First, MI, Last) - Joint Holder / Minor / Co-Trustee / TOD Beneficiary / Other (if applicable)

E Trust / Estate Name (if applicable)

Trust / Estate Name - *continued*

F Date of Trust (mm / dd / yyyy) (if applicable)

G Address Number and Street Name / PO Box

Apt. / Unit Number

H City

State

Zip Code

8 *Form W-9: **This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered in section 7B above.**

Certification: Under penalties of perjury, I certify that: (1) the number shown on this form is my correct Taxpayer Identification Number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

Certification Instructions: You must cross out item (2) in the above paragraph if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of New Holder

Date (mm / dd / yyyy)

AFFIDAVIT OF RESIDENCE

To be completed for decedent transfers only.

Account Name:_____ Account Number:_____

Name of Stock:_____

Deceased Holder's Taxpayer Identification or Social Security Number: _____

The undersigned, _____

residing at_____

being duly sworn, deposes and says that he/she is _____
Describe your status, i.e. Executor, Administrator, Survivor in Joint Tenancy, etc.
(If a corporate fiduciary show title of affiant and name of corporation)

of (the estate of) _____

who died on _____

that at the time of death the domicile (legal residence) of said decedent was at

_____

and that (s)he resided in the State of_____

for _____ years prior to death and was not a resident of any (other) state within the United States of America at time of death.

Signature: _____

Sworn to before me, a notary public, this

AFFIX SEAL

_____ day of _____, 20 _____

Signature: _____
(official administering oath)

Title: _____

My commission expires _____

How to Complete the Transfer Request Form

SEE FAQs FOR MORE INFORMATION

CURRENT HOLDER INFORMATION

Shares to be Transferred

See the following Frequently Asked Questions (FAQs) section for more information about number and type of shares. All shares transferred will be in book-entry form unless otherwise requested in writing.

1 Enter a daytime telephone number where you can be reached should we have any questions regarding this transfer request.

2 Check this box only if you wish to transfer all of the shares in the decedent's account. These shares include Direct Registration System (DRS) and investment plan shares held in book-entry form, as well as any certificates submitted. **If this box is checked, do not complete sections 3, 4 and 5.**

3 Enter the number of DRS book-entry shares you wish to transfer.

4 Enter the number of certificated shares you wish to transfer. IMPORTANT: In order to transfer certificated shares, you must submit the original certificates with this form. If the number of shares to transfer is less than the number of shares on the certificate, the balance will be put into DRS book-entry form in the name of the current holder and a statement will be mailed.

5 Enter the number of investment plan book-entry shares you wish to transfer. If you would like to transfer all of the decedent's investment plan shares, you must enter the exact number of shares the decedent held including any partial share amount.

6 **Authorized Signatures – This section must be completed for your transfer to be executed.**

After reviewing the form to ensure that all information provided is correct, please sign and date the form in the appropriate boxes. Please note, if you are signing on behalf of the current registered holder you must indicate your capacity (e.g. John Smith, Executor).

Signature(s) must be stamped with a Medallion Signature Guarantee from a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and securities dealer, or credit union that is participating in an approved Medallion Signature Guarantee Program. **A Notary Seal is NOT acceptable.**

NEW HOLDER/RECIPIENT INFORMATION

If you are transferring to multiple new holders, feel free to photocopy the "New Holder/Recipient" page of the form prior to completion. This page must be completed for each new holder. Please be sure to clearly note the top of each page with the number of shares (not a percentage) to be transferred to each recipient.

7 **Account Type –** Mark only one box with an "X" indicating the type of account into which you are transferring shares. Complete additional sections as indicated.

Definitions of Account Types:

- An **individual** registration, e.g. John T. Smith, is used if there is only one account holder. There is only one individual listed on the account.
- A **joint** tenant registration with right of survivorship, e.g. John T. Smith and Jane T. Doe JT TEN, is used if there are two or more equal holders listed on the account. Please note, the registration must read "and." The word "or" cannot appear in the registration. In the event of the death of one of the listed holders, the securities in the account become the property of the surviving joint holder.
- A **trust** registration, e.g. John T. Smith and Jane T. Doe TR UA 4-3-66 Smith Family Trust, is used to allow the appointed trustees to handle the securities. All acting trustees are listed on the account, which also names the legal name and date of the trust agreement. To register shares under a trust, a legal trust agreement must exist.
- A **custodial with minor** registration under the Uniform Gifts to Minors Act (UGMA) or Uniform Transfer to Minors Act (UTMA) of your state, e.g. John Doe Custodian for Jonathan Doe UTMA NY, is used if the securities are held by a custodian on behalf of a minor. The named custodian is given the legal authority to act on the account on behalf of the minor, until the minor reaches the age of majority under the applicable state's law. The Social Security number associated with the account is that of the minor.
- An **estate** registration, e.g. John Smith Executor for the Jane Doe Estate, is used to allow a court-appointed legal representative to act on the account. The account is registered in the decedent's estate.
- A **transfer on death** (TOD) registration, e.g. John Smith TOD Mary Smith, is used to allow an individual (John Smith) or joint owners with rights of survivorship (John Smith and Mary Smith JT TEN) to designate one individual (Mary Smith) or entity as the beneficiary of the account upon the death of the registered holder (John Smith). Please note, the assigning of stock to the beneficiary is not automatic and will require a written request at the time of transfer. NOTE: Only one TOD can be named per account. The TOD registration may not be available for all companies or for all states.
- **Other** common registrations include community property, Limited Liability Company (LLC), nominee, partnership, tenants by entireties and unincorporated association.

A If the new holder already owns stock in the company under the exact account name being requested, transfer the shares to the existing account by entering the new holder's 11-digit Computershare account number, which starts with a "C".

B Enter the new holder's 9-digit Social Security Number (SSN) or Employer Identification Number (EIN). Do not include hyphens. If the new account will be in more than one person's name, provide the information for the first name on the account or for the person who will be responsible for paying taxes. If the account is being registered as a custodial account, provide the Social Security Number of the minor.

C Enter the new holder's name (first, middle initial, last) if the account type is individual, custodial, trustee, executor or other.

D Enter the name (first, middle initial, last) of the second new holder on the account if the account type is joint, minor, co-trustee, TOD beneficiary or other (if applicable).

E Enter the name of the trust or estate (if applicable).

F If a trust is entered in section 7E, enter the date of the trust. Leave this section blank if the new account is for an estate or another type of account.

G Enter the street address or PO Box for the new holder whose Social Security Number or Employer Identification Number was entered in section 7B. If applicable, enter apartment or unit number.

H Enter the new holder's city, 2-letter state abbreviation and 5-digit postal zip code.

8 The new holder should sign and date Form W-9 for tax purposes. This section must be completed to avoid backup withholding in the future.

Computershare

Frequently Asked Questions (FAQs)

Below you will find answers to common questions regarding:

- Account Information
- Transferring Shares
- Uncashed Checks
- Transfer Request Form
- Stock Certificates
- Medallion Signature Guarantee
- Tax Certification, Form W-9
- Inheritance Tax Waiver Form and Affidavit of Domicile
- Managing Your Account Online (Investor Centre)

Note: Reference to our website – www.computershare.com/investor – is made throughout this document.

Account Information

How do I determine the type of shares that the decedent owned?

- The decedent owned **book-entry shares** if the shares are held in an electronic account at Computershare. A paper certificate was not issued for these shares.
  - **Direct Registration System (DRS) shares** are book-entry shares that are not part of a company's investment plan.
  - **Investment plan shares** are book-entry shares that are part of a company's dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).
- The decedent owned **certificated shares** if a paper stock certificate was issued to him or her.

How can I find out the decedent's current share balance?
If the decedent's shares are held electronically by Computershare in book-entry form, the most recent statement that the decedent received will provide the current share balance. For certificated shares, each certificate indicates the number of shares it represents directly on the stock certificate.

Transferring Shares

I am listed as a joint holder on the decedent's account. Do I need to transfer the shares to myself to have the decedent's name removed for the account?
Yes. You need to complete a Transfer Request form to transfer the shares to a new account in your name. The surviving holder(s) or a legally authorized representative must sign the "Authorized Signatures" section (section 6) of the form. You must either (1) provide an original death certificate or certified copy, or (2) obtain a Medallion Signature Guarantee for each signature on the form.

What do I do if I want to transfer the decedent's shares to several other parties?
If you are transferring to multiple new holders, feel free to photocopy the "New Holder/Recipient" page of the form prior to completion. This page must be completed for each new holder. Please be sure to clearly note the top of each page with the number of shares (not a percentage) to be transferred to each recipient.

What do I do if I want to transfer shares of several companies?
You will need to submit a separate completed Transfer Request form, including a Medallion Signature Guarantee, for each company.

How do I transfer the decedent's employee stock purchase plan (ESPP) shares?
Please contact the decedent's ESPP administrator for details on how to transfer any ESPP shares that he or she held.

How do I transfer shares to a brokerage account?
Please contact your stockbroker for details on how to transfer the shares in the decedent's Computershare account to a brokerage account.

The new holder has an existing account to which I want the shares transferred. Where can I find the account number of the account to which I want to transfer shares? What if I can't find it?
The new holder should be able to obtain the account number from a statement or other document for that account. If you do not have the account number, please provide all the information you have on the Transfer Request form, and note "unable to locate" in section 7A of the form so that we know you would like the shares transferred to an existing account. We may or may not be able to do this based on the information provided.

Will account features the decedent previously selected automatically carry over from the old account to the new account?
No. Account features, such as direct deposit of dividends or reinvestment of dividends, do not carry over to a new account. Once the transfer is complete, the new holder can easily set up his or her account options online after creating a login ID to use Investor Centre. Please note, any change in registration, including removing a name, will result in a new account.

What legal documents do I need to submit when requesting a transfer on behalf of another?
The institution from which you obtain a Medallion Signature Guarantee will require documentation to verify your identity, legal authority and capacity. For transfer requests valued at less than $14 million, Computershare does not require copies of the legal documents; however, we may require other documentation for tax purposes, e.g. a certified Affidavit of Domicile. If the value of the shares you are transferring exceeds $14 million, please call us at the customer service number listed on the top right corner of the enclosed Transfer Request form for further requirements. Please note, you will need to sign the Transfer Request form in your capacity (e.g. John Smith, Executor).

Is there a fee to transfer stock?
Computershare does not charge a fee to transfer stock; however you may incur fees from other institutions. For example, you may be charged a fee by the institution that provides the Medallion Signature Guarantee.

Will you return the paperwork I send to you?
All submitted documents will be kept as part of Computershare's permanent records and will not be returned to you.

Frequently Asked Questions (FAQs)

Uncashed Checks

Can you reissue uncashed dividend or other checks in the name of the new holder?
No. You may be able to cash the decedent's check under the same authority that allows you to transfer the shares. If any uncashed checks have been lost, we can reissue a check in the name of the original holder. Please contact us at the customer service number listed on the top right corner of the enclosed Transfer Request form to find out the process for requesting a check replacement. Holders may also be able to replace checks online via Investor Centre; refer to the Investor Centre information provided in this FAQ.

Transfer Request Form

Who can I call for help completing the form?
Please call us at the customer service number listed on the top right corner of the enclosed Transfer Request form.

I can't fit all the information in the space provided. What should I do?
Please feel free to attach additional pages as needed.

What are examples of other account type choices for the new holder?
Other common account types include community property, Limited Liability Company (LLC), nominee, partnership, tenants by entireties and unincorporated association.

Stock Certificates

What if I can't find a stock certificate?
Please contact us at the customer service number listed on the top right corner of the enclosed Transfer Request form to find out the cost and process for requesting a replacement. The certificate must be replaced prior to transferring the shares.

How should I send the certificate? Should I insure the mailing?
We recommend using registered mail or a courier service that provides a return receipt. We also suggest that you insure the mailing with the carrier for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

Should I sign the back of the certificate before I send it?
No. For your protection, we suggest that you do not sign the back of the certificate when presenting it to us for a transfer.

Medallion Signature Guarantee

What is a Medallion Signature Guarantee? Where can I obtain one?
A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates that the individual signing a form is legally authorized to conduct the requested transaction.

Tax Certification, Form W-9

What is a Form W-9? Why do I have to complete the form?
Form W-9 is an Internal Revenue Service tax form that certifies an individual's Taxpayer Identification Number. Submitting a completed form will prevent earnings and sale proceeds paid to the new account from being subject to backup withholding. Without the completed form, Computershare would be legally required to withhold a percentage of each payment to ensure that tax is collected and paid to the Internal Revenue Service.

Where can I obtain one?
The enclosed Transfer Request form includes a Form W-9. The new holder can fulfill this requirement by signing and dating section 8 of the enclosed form. The complete Form W-9 can be downloaded from the "Printable Forms" section of the website listed at the beginning of this FAQ document.

What if I do not have the information for the new holder, or the new holder is not available to sign section 8 of the form?
If the new holder is unable to provide tax certification at this time, Computershare will be required to withhold taxes on any dividends or other cash distributions until certification is received. Once we process the transfer request and set up the new account, we will send the appropriate tax certification form (Form W-9) to the new holder.

Inheritance Tax Waiver Form and Affidavit of Domicile

When is an Inheritance Tax Waiver form required? How can I obtain one?
An Inheritance Tax Waiver form may be required depending on the decedent's state of legal residence and date of death. A list of the locations that may require this form is below. You can obtain an Inheritance Tax Waiver form and instructions on how to complete the form from the state tax agency of the decedent's state of residence.

Alabama	Missouri	Oklahoma
Arizona	Montana	Puerto Rico
California	New Jersey	Rhode Island
Hawaii	New York	Tennessee
Illinois	North Dakota	West Virginia
Indiana	Ohio	

What if the decedent's state of legal residence does not require an Inheritance Tax Waiver form?
Complete the enclosed **Affidavit of Domicile** attesting to the decedent's state of residency, and have the completed form notarized. The form is also available through the "Printable Forms" section of the website listed at the beginning of this FAQ document.

Alternatively, you can obtain an **Inheritance Tax Waiver stamp**, which certifies that no inheritance tax waiver is required. The stamp should placed next to the authorized signature on the Transfer Request form (section 6) and may be obtained from the same financial institution providing the Medallion Signature Guarantee.

Frequently Asked Questions (FAQs)

Managing Your Account Online (Investor Centre)

I am a new account holder. Can I access my account online?
Yes. Non-business entity accounts can gain access through "Investor Centre" at www.computershare.com/investor.
Computershare's Investor Centre is a free online service that provides you with a wide variety of self-service tools to help track and manage your personal holdings in the companies we service. Investor Centre allows you to manage your holdings in several different companies simultaneously. Please note that Computershare does not permit online access to accounts registered as a business such as corporations, banks, associations, some trusts, nominees, etc.

What can I do with Internet account access?
Here are some of the things you can accomplish through Investor Centre:

- View current account balances
- Sign up to receive statements and documentation electronically (where available)
- View transaction history
- View payment history
- View stock prices
- Change your mailing address
- Certify your tax status online (Form W-9 certification)
- Update your bank account details to have funds directly deposited into your bank account
- Replace checks
- Review information on available investment plans
- Enroll in an investment plan, such as a dividend reinvestment plan (where available)
- Buy shares through a direct stock purchase plan (where available)
- Sell book-entry shares held by Computershare
- Download forms
- Access a comprehensive list of frequently asked questions

How do I start using Investor Centre?
To access your account, just follow these easy steps:

Step 1: Go to www.computershare.com/investor and click "Create Login"

Step 2: Fill in the required information

Step 3: Read and accept the terms and conditions

Step 4: Select your member details including a unique user ID and password

Following the initial registration steps, most Investor Centre users are immediately granted full member access to their account and will receive an Investor Centre welcome letter by mail. In some cases, you may initially be granted only limited read-only access to your portfolio. Don't worry, this is only temporary, and is done for your protection based upon your account and validation information. In these cases, we will mail you a notice of registration, which includes an activation code. Once you receive your activation code, simply log on to Investor Centre with your user ID and password. Enter the activation code when prompted and you will be granted full member access immediately.

Is my Investor Centre account information secure?
Yes. All communication between our Web server and your computer use industry-standard Secure Sockets Layer (SSL) 128-bit encryption when you are viewing any details of your holding(s). This is the same type of encryption used by financial institutions worldwide.

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   > ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING, died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

   > NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

4. Pursuant to that certain Appointment of Successor Trustees dated August 25, 2010, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-
   Trustees:

   > ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

   If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

_____
NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

_____
Notary Public, State of Texas

CERTIFICATE OF TRUST
FOR THE
NELVA E. BRUNSTING **SURVIVOR'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent revocable trust known as the NELVA E. BRUNSTING **SURVIVOR'S TRUST**. For purposes of asset allocation, transfer of property into the Survivor's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Survivor's Trust shall now be known as:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the NELVA E. BRUNSTING **SURVIVOR'S TRUST** is 481-30-4685. The Trust still qualifies as a grantor trust and a separate tax identification number is not required.

An acceptable abbreviation for account titling is as follows:

> NELVA E. BRUNSTING, Tee of the NELVA E.

BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated August 25, 2010, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

_____
NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

_____
Notary Public, State of Texas

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   > ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

   > NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

   An acceptable abbreviation for account titling is as follows:

   > NELVA E. BRUNSTING, Tee of the ELMER H.

BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated August 25, 2010, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on August 25, 2010.

_____
NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

_____
Notary Public, State of Texas

Prepared by: Dennis D. Duffy, 1840 E. 54th Street, Davenport, IA 52807 (563) 445-7400
Return To: The Vacek Law Firm, PLLC 14800 St. Mary's Lane, Suite 230, Houston, TX 77079

INDIVIDUAL TRUSTEE'S AFFIDAVIT RE:

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

I, NELVA E. BRUNSTING, being first duly sworn (or affirmed), under oath depose and state of my personal knowledge:

1. I am the Sole Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, and any amendments thereto, to which the above-described real estate was conveyed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, pursuant to an instrument recorded the November 18, 1996 in the Office of the County Recorder of Sioux County, Iowa, as Document #5407.

2. That ELMER H. BRUNSTING died on April 1, 2009, a resident of Harris County, Texas.

3. That this trust provides that upon the death of ELMER H. BRUNSTING, all of the income and principal of the trust assets are to be held, administered, and distributed for the benefit only of the surviving spouse, lineal descendants or ascendants, legally adopted children or stepchildren and therefore no Iowa Inheritance Tax Return was required, none was filed nor is contemplated to be filed.

4. That no administration has been commenced, and none is contemplated, in connection with the ELMER H. BRUNSTING.

5. The gross assets of the ELMER H. BRUNSTING Estate including any Trust property, assets held in joint tenancy, held in life insurance, retirement plans or IRA's, and any other assets did not exceed $3,500,000.00. As such no federal estate tax return was required, none was filed nor is contemplated to be filed.

6. I am the presently existing Successor Trustee under the Trust and am authorized to sell the above-described real estate, without any limitation or qualification whatsoever.

7. The trust is in existence and the Successor Trustee is authorized to transfer the interests in the real estate as described above, free and clear of any adverse claims.

_____
Nelva E. Brunsting, Affiant

STATE OF _____)
SS
COUNTY OF_____)

On _____, before me the undersigned, a Notary Public in and for said State, personally appeared, Trustee of the Trust, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he, as such Trustee, executed the same as the voluntary act and deed of himself, of such Trustee and of said Trust.

_____
Notary Public in and for said State

Prepared by: Dennis D. Duffy, 1840 E. 54th Street, Davenport, IA 52807 (563) 445-7400
Return To: The Vacek Law Firm, PLLC 14800 St. Mary's Lane, Suite 230, Houston, TX 77079
Address tax statement: Brunsting Family Living Trust, 13630 Pinerock, Houston, Texas 77079

TRUSTEE'S WARRANTY DEED
STATE OF IOWA, Sioux County

For the consideration of Ten Dollars and other valuable consideration,

NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 2996 and any amendments thereto,

does hereby Convey to:

NELVA E. BRUNSTING, Trustee of the ELMER H. BRUNSTING DECEDENT'S TRUST dated October 10, 1996,

an undivided one half interest the following described real estate in Sioux County, Iowa, to wit:

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

The Grantor does Hereby Covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated.

The Grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number according to the context.

The consideration for this transfer is less than $500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Dated: _____

_____
Nelva E. Brunsting

STATE OF _____)
SS
COUNTY OF _____)

On _____, before me the undersigned, a Notary Public in and for said State, personally appeared, Trustee of the Trust, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he, as such Trustee, executed the same as the voluntary act and deed of himself, of such Trustee and of said Trust.

_____
Notary Public in and for said State

V&F 001406

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

MetLife
Chase Mellon Shareholder Services
P.O. Box 382200
Pittsburgh, PA 15250-8200

Re: Change of Title on Stock Plan Account
Account Name: Nelva E. Brunsting
Account Number: 8065 7831 6055

To Whom It May Concern:

My spouse has passed away. Please transfer **all** of the stock shares from the above-
referenced account to a new account in the trust name which appears below. The mailing address should remain as indicated above.

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the NELVA E. BRUNSTING SURVIVOR'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Nelva E. Brunsting Survivor's Trust is 481-30-4685, the social security number of Nelva E. Brunsting.)

Reinvest the future Survivor's Trust dividends.

I have enclosed a copy of an executed and notarized Certificate of Trust verifying the essential terms of the trust document, an Irrevocable Stock Power authorizing this transfer of ownership, Form W-9 and an original death certificate for my spouse.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800.

Sincerely,

MEDALLION SIGNATURE GUARANTEED:

Nelva E. Brunsting

Enclosures

IRREVOCABLE STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Social Security Number: 481-30-4685

IF STOCK, COMPLETE PORTION	{	All shares of the common stock of **MetLife** held in Account Number 8065 7831 6055 standing in the name of the undersigned on the books of said Company

IF BONDS COMPLETE THIS PORTION	{	_____ Bonds of _____ in the principal amount of $_____, No(s) _____ inclusive, standing in the name of the undersigned on the books of said Company

The undersigned does hereby irrevocably constitute and appoint Chase Mellon Shareholder Services transfer agent, to transfer the said stock or bond(s), as the case may be, on the books of the company, with full power of substitution in the premises.

DATED this _____ day of _____, 2010.

MEDALLION SIGNATURE GUARANTEED:

Nelva E. Brunsting, Individually and as Trustee of the Brunsting Family Living Trust dated October 10, 1996, as amended,
and as Trustee of the Nelva E. Brunsting Survivor's Trust dated April 1, 2009, as

established under the Brunsting Family Living Trust dated October 10, 1996, as amended

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Edward Jones
9525 Katy Freeway, Ste. 122
Houston, TX 77024

Re: Change of Beneficiary Designations for IRA Account
Account Name: Nelva E. Brunsting
Account Number: 609-91956-1-9
Social Security No: 481-30-4685

To Whom It May Concern:

For the above-referenced IRA, I designate as my beneficiaries in equal shares, such of my children as shall survive me; provided, that if any of my children is not then living, but leaves issue then living, such issue shall take the share such deceased child would have taken if living, per stirpes.

My children are:

Name	Date of Birth
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY BRUNSTING	August 7, 1963

If you need additional information in order to make this change of beneficiary designation or if there are any forms to be completed, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800.

Thank you for your immediate attention to this matter.

Sincerely,

_____
Nelva E. Brunsting

Encls.

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

October 28, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

Re: BRUNSTING FAMILY LIVING TRUST
Property: NW Fractional Quarter of Section Two, Township Ninety-Six, Range Forty-Five, Sioux County, Iowa

Dear Mrs. Brunsting:

Enclosed please find the following documents:

_____ Original recorded real estate document for the above property to be placed with your original estate planning documents for safekeeping. Please store this letter along with the original document.

_____ Hole-punched copy of same to be placed under the "Title Transfer Documents" tab in your Estate Planning Portfolio binder.

If you have any questions in this matter, please feel free to contact our office.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

August 26, 2010

U.S. Deeds
213 Brentshire Drive
Brandon, Florida 33511

Re: BRUNSTING FAMILY LIVING TRUST

Dear Sir or Madam:

Enclosed herewith is the fully executed Deed prepared by your office. Please record this and return the recorded original to our office for my attention.

Feel free to contact me if you have any questions.

Sincerely,

Summer Peoples, CP
Certified Paralegal

/sp
Enclosures

Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

February 24, 2010

Chevron Corporation
c/o BNY Mellon Shareowner Services
P.O. Box 358015
Pittsburgh, PA 15252

Re: Reissuance of Stock Certificate Number ZQ SFZ 862711
Stock Name: **Chevron Corporation**
Number of shares: 612

To Whom It May Concern:

My spouse has passed away. Enclosed is the above-referenced stock certificate for re-registration as follows. The mailing address should remain as indicated above. I request that dividends be paid by check to the address above.

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

(Tax I.D. No. of the Elmer H. Brunsting Decedent's Trust is 27-6453100.)

I have enclosed a copy of an executed and notarized Certificate of Trust verifying the essential terms of the trust document, an Irrevocable Stock Power authorizing this transfer of ownership, Form W-9 and an original death certificate for my spouse.

If you need additional information or have forms to be completed in order to make this change of title, please contact my attorneys, Susan S. Vacek or Candace L. Kunz-Freed, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, (281) 531-5800.

Sincerely,

_____
Nelva E. Brunsting

Enclosures:
Stock Certificate
Stock Power
Form W-9
Death Certificate
Certificate of Trust

IRREVOCABLE STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Tax I.D. Number: 27-6453100

IF STOCK, COMPLETE PORTION	{	612 shares of the common stock of **Chevron Corporation** represented by Certificate No. ZQ SFZ 862711 standing in the name of the undersigned on the books of said Company

IF BONDS COMPLETE THIS PORTION	{	_____ Bonds of _____ in the principal amount of $_____, No(s) _____ inclusive, standing in the name of the undersigned on the books of said Company

The undersigned does hereby irrevocably constitute and appoint BNY Mellon Shareowner Services transfer agent, to transfer the said stock on the books of the company, with full power of substitution in the premises.

DATED this _____ day of _____, 2010.

MEDALLION SIGNATURE GUARANTEED:

Nelva E. Brunsting, Trustee of
the Brunsting Family Living Trust
dated October 10, 1996

Transfer of Stock Ownership Form

BNY Mellon Shareowner Services
P.O. Box 358010
Pittsburgh, PA 15252-8010

Section A – Issuer Name

Company Name

Cusip Number

Account Key

Section B – Current Shareowner

Investor ID or SSN/TIN

Registration/Name and Address exactly as it appears on your certificate or statement

Section C – Shares To Be Transferred

Lost Certificates
Please call 1-800-370-1163

Original Stock

Certificate Shares*		Book-entry Shares		Total Shares
	+	.	=	.
To Be Transferred		**To Be Transferred**		**To Be Transferred**

* Please attach and send the original stock certificates together with this form.

Section D – Transfer Reason[1]

Check only one: All transfers will be assumed to be Gifts if no reason is provided. If we receive documentation (e.g., death certificate) indicating that the registered shareowner is deceased, the transfer reason will default to Death.

☐ Gift Date of Gift[2]: __/__/__ (Gift date applies to certificates only)
☐ Private Sale Date of Sale[3]: __/__/__ Value per Share: USD _____.__
☐ Death Date of Death[3]: __/__/__ Value per Share[4]: USD _____.__
☐ None of the above[5]: _____(Please Specify)

[1] You may wish to consult with your tax advisor on the definition and tax implications for each type of transfer.

[2] If not provided, gift date for certificates will default to the date that the transfer is processed. For book entry shares, the gift date will always be the date that the transfer is processed.

[3] Date of Sale/Death will default to the date that the transfer is processed unless provided. For transfers due to death, date of death will default to the date indicated in the documents (e.g., death certificate) received with the transfer instructions, if any.

[4] Required to determine cost basis to be applied per beneficiary.

[5] Existing cost basis of shares will be carried over to the new account.

Section E – Required Signature and Medallion Signature Guarantee

The undersigned hereby irrevocably constitutes and appoints BNY Mellon Shareowner Services as attorney to transfer the shares with full power of substitution in the premises.

Signature: _____

Signature: _____

Date: _____

Each registered owner must sign his/her name exactly as it appears on the account, or an authorized person must sign in his/her legal capacity.

Signatures must be guaranteed by a participant in a **Medallion Signature Guarantee Program.**

V&F 001418

Section F – New Shareowner(s) Account Type

If you wish to divide your shares between two or more owners individually, please use additional copies of this page.

Account Type

Check One ☐ Individual ☐ Joint ☐ Custodial ☐ Trust ☐ Estate ☐ Corporation

☐ Other:_____ (please specify)

Section G – New Shareowner(s) Account Information

Total Shares to be Transferred to this Account

						.				

Account – Key (if transferring to existing account)

Registration/Name and Address of New Owner

Section H – Taxpayer ID Certification (Substitute Form W-9)

(To be completed by the new shareowner)

YOUR ACCOUNT MAY BE SUBJECT TO BACKUP WITHHOLDING AT THE APPLICABLE RATE IF YOU DO NOT COMPLETE THIS SUBSTITUTE FORM W-9.

All new security holders are required to sign and return this certification. If the requested information is not known at the time of the transfer or the new owner is not available to sign, a W-9 Form will be mailed to the new shareholder(s) once the shares are transferred. The new shareholder may go online to www.bnymellon.com/shareowner/equityaccess and certify their Taxpayer Identification Number.

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) .....

☐ Other (see instructions)

New Shareholder's Taxpayer ID Number

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not require to sign the Certification, but you must provide your correct TIN.

Sign Here | Signature of U.S. person

Date

ORDER FORM

U.S. DEEDS
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When complete, please EMAIL to orders@usdeeds.com, OR FAX to: 813-643-0759

Your Name: Summer Peoples
Firm Name: Vacek & Freed, PLLC
Address: 14800 St. Mary's Lane, Suite 230
Houston, Texas 77079

Phone #: 281-531-5800
Fax #: 281-531-5885
E-Mail: summer@vacek.com
Total # Deeds Requested: 1

Grantor's Name: Nelva E. Brunsting, Tee of the Brunsting Family Living Tr dtd 10-10-96, as amended
Street Address: 13630 Pinerock
City/State/Zip: Houston, Texas 77079
County: Harris

Grantor marital status: ☐ Married ☐ Single ■ Widow or widower **Homestead property?** ☐ Yes

Additional Grantor Information:

If the Grantor or Grantee is:	Please provide the following:
A Corporation	State of Formation
A General Partnership	State of Formation
A Limited Partnership	State of Formation and Name of General Partner
A Trust	Name of each trustee, name of trust and date of trust agreement Name & address of current beneficiary of trust if NOT trustees (AZ prop. only)
An Estate	Name of personal representative and name of decedent

Grantee's Name: NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96, as amended

Grantee relationship to Grantor: ☐ Spouse ☐ Parent ☐ Child ■ Other/None
Street Address: 13630 Pinerock
City/State/Zip: Houston, Texas 77079
County: Harris

■ Same as Grantor's Address Above

Grantees are: ☐ tenants in common ☐ joint tenants with right of survivorship ☐ community property estate (comm. prop. states) ☐ community property with right of survivorship (comm. prop. states)

Additional Grantee Information:

Address of Property: Frl NW 1/4, Sec 2, Township 96, Range 45, W of 5th P.M.
Parcel ID Number (Folio Number): File 1996, Card 5407 **OR** ☐ Tax Bill Enclosed

Type of Deed Requested:
☐ Warranty Deed (full warranty of title *by GRANTOR* against any claimants)
☐ Special Warranty Deed (warranty of title *by GRANTOR* against those claiming through grantor only)
■ Quitclaim Deed (no warranties of title *by GRANTOR*)
☐ Assignment of Mortgage/ Assignment of Lease/ Assignment of Proprietary Lease

Consideration Paid to Grantor for Transfer: ☐ $_____ ■ None Paid

Balance of any outstanding mortgage: ☐ $_____ ■ No mortgage on property

PLEASE PROVIDE COPY OF PRIOR DEED
Email completed order to orders@usdeeds.com or fax to (813) 643-0759 or mail to 213 Brentshire Dr, Brandon, FL 33511
Phone: 813-643-7987 Website: www.usdeeds.com

RECORDED SIOUX COUNTY IOWA

'96 NOV 18 AM 9 44

5407
5407

FILE 1996 CARD 5407
Anita K. Van Bruggen
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 2550 Middle Road, Suite 101, Bettendorf, IA 52722, (319) 355-7070

QUIT CLAIM DEED
STATE OF IOWA,

Sioux County

STATE OF IOWA
Filed for record this 18th
day of November A.D. 19 96
at 9:44 o'clock A.M.
Recorded 11-18-96
at 9:44

THIS INDENTURE WITNESSETH, THAT THE GRANTORS,

ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,

of the County of Harris and the State of Texas for and in consideration of Ten ($10) Dollars and other good and valuable consideration in hand paid, QUIT CLAIMS unto

ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or their successors in trust, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 **and any amendments thereto,**

the following described real estate in the County of Sioux, State of Iowa, hereby relinquishing all rights of dower, homestead and distributive share in and to the real estate, to-wit:

The Northwest Fractional Quarter (NW Frt.¼) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

subject to all easements and restrictions of record.

The consideration for this transfer is less than $500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Grantors warrant that the trust named as grantee herein is a revocable trust as defined in Iowa Code Chapter 9H.1(20).

IN WITNESS WHEREOF, the grantors have signed this on October 29, 1996.

Elmer Henry Brunsting

Elmer Henry Brunsting

Nelva E. Brunsting

Nelva E. Brunsting

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that **ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal on OCTOBER 29, 1996.

BEVERLY A. HAM
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-12-98

Beverly Ham

Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dennis D. Duffy
Attorney at Law
101 Northwest Bank Tower
2550 Middle Road
Bettendorf, Iowa 52722
(319) 355-7070

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage and protect said premises or any part thereto, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; to donate to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof; from time to time, and upon any terms and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that

(a) at the time of the delivery of this deed the trust stated in this Indenture as grantee was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,

(c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

CLICK HERE TO CLEAR FORM

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ORDER FORM

When complete, please
EMAIL to orders@usdeeds.com, OR
FAX to: 813-643-0759

Your Name: Summer Peoples
Firm Name: Vacek & Freed, PLLC
Address: 14800 St. Mary's Lane, Suite 230
Houston, Texas 77079

Phone #: 281-531-5800
Fax #: 281-531-5885
E-Mail: summer@vacek.com
Total # Deeds Requested: 1

Grantor's Name: Nelva E. Brunsting, Tee of the Brunsting Family
Living Tr dtd 10-10-96, as amended
Street Address: 13630 Pinerock
City/State/Zip: Houston, Texas 77079
County: Harris

Grantor marital status: ☐ Married ☐ Single ■ Widow or widower **Homestead property?** ☐ Yes

Additional Grantor Information:

Grantee's Name: NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING
DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96, as amended

Grantee relationship to Grantor: ☐ Spouse ☐ Parent ☐ Child ■ Other/None
Street Address: 13630 Pinerock
City/State/Zip: Houston, Texas 77079
County: Harris

■ Same as Grantor's Address Above

Grantees are: ☐ tenants in common ☐ joint tenants with right of survivorship
☐ community property estate (comm. prop. states)
☐ community property with right of survivorship (comm. prop. states)

Additional Grantee Information:

If the Grantor or Grantee is:	Please provide the following:
A Corporation	State of Formation
A General Partnership	State of Formation
A Limited Partnership	State of Formation and Name of General Partner
A Trust	Name of each trustee, name of trust and date of trust agreement Name & address of current beneficiary of trust if NOT trustees (AZ prop. only)
An Estate	Name of personal representative and name of decedent

Address of Property: Frl NW 1/4, Sec 2, Township 96, Range 45, W of 5th P.M.
Parcel ID Number (Folio Number): File 1996, Card 5407 **OR** ☐ Tax Bill Enclosed

Type of Deed Requested:
☐ Warranty Deed (full warranty of title *by GRANTOR* against any claimants)
☐ Special Warranty Deed (warranty of title *by GRANTOR* against those claiming through grantor only)
■ Quitclaim Deed (no warranties of title *by GRANTOR*)
☐ Assignment of Mortgage/ Assignment of Lease/ Assignment of Proprietary Lease

Consideration Paid to Grantor for Transfer: ☐ $_____ ■ None Paid

Balance of any outstanding mortgage: ☐ $_____ ■ No mortgage on property

PLEASE PROVIDE COPY OF PRIOR DEED
Email completed order to orders@usdeeds.com or fax to (813) 643-0759 or mail to 213 Brentshire Dr, Brandon, FL 33511
Phone: 813-643-7987 Website: www.usdeeds.com

V&F 001424

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

June 15, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

STATEMENT

Legal Fee for preparing the Qualified Beneficiary Designation in connection with the BRUNSTING FAMILY LIVING TRUST.

TOTAL DUE: **$200.00**

PAYMENT IS DUE UPON RECEIPT

PLEASE MAKE CHECK PAYABLE TO
VACEK & FREED, PLLC

Thank you!

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
RONALD P. CHIN
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

July 1, 2008

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

STATEMENT

Legal Fee for preparing the Certificate of Trust and Appointment of Successor Trustee in connection with the BRUNSTING FAMILY LIVING TRUST.

TOTAL DUE: **$250.00**

Thank you!

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

August 25, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

STATEMENT

For preparing the following documents in connection with the BRUNSTING FAMILY LIVING TRUST:

1.	Qualified Beneficiary Designation	$1,200.00
2.	Appointment of Successor Trustee	$100.00
3.	Three (3) Certificates of Trust	$225.00
4.	General Durable Power of Attorney	$150.00
5.	Medical Power of Attorney with I.D. card	$50.00
	TOTAL DUE:	**$1,725.00**

PAYMENT IS DUE UPON RECEIPT

PLEASE MAKE CHECK PAYABLE TO
VACEK & FREED, PLLC

Thank you!

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
BERNARD L. MATHEWS, III
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address: consult@vacek.com

August 26, 2010

Mrs. Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079

STATEMENT

Legal Fee paid to U.S. Deed on your behalf for preparation of the Deed for the Iowa property in connection with the BRUNSTING FAMILY LIVING TRUST.

Deed preparation	$235.00
Affidavit preparation	$100.00
Recording fee for documents	$33.00
TOTAL DUE:	**$368.00**

PAYMENT IS DUE UPON RECEIPT

PLEASE MAKE CHECK PAYABLE TO
VACEK & FREED, PLLC

Thank you!

Certificate of Trust

The undersigned Founders hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Founders and initial Trustees. Either Founder while acting as Trustee may conduct business on behalf of the trust without the consent of any other Trustee. The full legal name of our trust for purposes of transferring assets into the trust, holding title of 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.

2. Should either original Trustee fail or cease to serve as Trustee by reason of death, disability or for any reason, the remaining original Trustee will continue to serve alone.

3. If both of the original Trustees fail or cease to serve as Trustee by reason of death, disability or for any reason, 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.

   On September 6, 2007, the said trust and the restatement of the said trust was amended naming the above said Trustees.

4. The Trustee(s) under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee(s) are fully set forth in Article Twelve of the trust agreement.

5. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over trust property.

6. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on September 6, 2007.

_____ _____

ELMER H. BRUNSTING,
Founder and Trustee

NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on September 6, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Witness my hand and official seal.

_____
Notary Public, State of Texas

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   > ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING is no longer able to manage his financial affairs, as is evidenced by the physicians' letters attached. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

   > NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

4. If the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Co-Trustees:

   > CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole

successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on July 1, 2008.

_____
NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on July 1, 2008, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

_____
Notary Public, State of Texas

General Durable Power of Attorney of NELVA E. BRUNSTING

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, of Houston, Harris County, Texas, am creating a durable power of attorney under the laws of the State of Texas. I hereby revoke all Powers of Attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

Powers granted by me under any Medical Power of Attorney;

Powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory; and

Powers granting access to a safe deposit box.

This is a durable general power of attorney given in order to coordinate the management, protection and conservation of my property, with property previously transferred to my revocable living trust, especially in the event I am unable for any reason to manage, protect and conserve my own property or transfer such property to my revocable living trust, and to avoid a guardianship as to the management, protection and conservation of property. The authority and legal capacity of my Agent will be that of a personal representative, trustee and attorney-in-fact.

Article One
Appointment of Agent

Section 1.01 Initial Agent

I appoint ANITA KAY BRUNSTING to serve as my Agent.

Section 1.02 Successor Agent

If ANITA KAY BRUNSTING fails to serve, I appoint the following persons to serve as successor Agent, in the order named:

First, CAROL ANN BRUNSTING

Second, AMY RUTH TSCHIRHART

If a successor Agent fails to serve as my Agent, I appoint the next successor Agent named above to serve as my Agent.

My Agents, in the order listed above, are also my preference as guardian should a court appointed guardian of my person or estate be required.

Section 1.03 No Person Under 21 Years of Age May Serve as Agent

No person named as my Agent or successor Agent may serve until that person has attained the age of 21 years.

Section 1.04 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent, by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent.

Article Two
Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Agent under this power of attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Agent under this power of attorney shall not be affected by my subsequent disability, incompetency, incapacity or lapse of time.

Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney shall expire at the earlier of:

My death (except for post-death matters allowed under the laws of Texas), or

Upon my divorce or the annulment of my marriage if I am married and my spouse

is named herein as my Agent, or

Upon my revocation of this Power of Attorney.

Article Three
Powers Granted to My Agent

I grant my Agent the powers set forth in the Durable Power of Attorney Act (Chapter XII of the Texas Probate Code, as amended) which is incorporated herein and made a part hereof for all purposes, except to the extent that such Act conflicts with the powers set forth herein so that my Agent may act on my behalf. In addition, I further grant my Agent the authority to do everything necessary to exercise the powers listed below.

Section 3.01 Power to Fund

My Agent may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable trust agreement ("trust") created by me or by my Agent acting within the authority granted in Section 3.18 before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

In order that my Agent may transfer property under this Section, I grant my Agent the following general powers for the specific purpose of transferring property to my trusts:

> My Agent may transfer any interest I have in real or personal property, tangible or intangible to my trusts.
>
> My Agent may assign any rights I have to receive income from any source to my trusts.
>
> My Agent may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.
>
> My Agent may terminate savings, checking, safekeeping, brokerage, investment advisory and custodial accounts in my name (alone or jointly with others) at any bank, broker or financial institution and transfer all or any part of my interest in the cash, stocks, bonds and securities of the accounts to my trusts.
>
> My Agent may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts, and any institution in which a safe-deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.
>
> My Agent may designate the trust as beneficiary to receive any property, benefit or contract right on my death, or to change any existing designation to the trust as beneficiary.

I also grant my Agent general powers for the specific purpose of transferring any interest I may have in property owned by me to any general partnership, limited partnership, or limited liability company in which I have an interest. This power is subject to the same limitations as set forth in the preceding paragraphs of this Section.

Section 3.02 Power to Amend Revocable Living Trust Agreement

My Agent may amend, for the following express purposes, any revocable trust agreement ("trust") created by me before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime:

To alter the administrative and investment powers of my Trustee;

To reflect tax or other legal changes that affect trust administration; or

To correct ambiguities, including scrivener errors, that might otherwise require court construction or reformation.

Section 3.03 Power to Sell

Unless specifically limited by the other provisions of this power of attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, marital right and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant options with regard to sales.

State law, and title companies that issue owners' and mortgagees' policies of title insurance, may impose a limitation upon the authority of an Agent to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this power of attorney is given. Therefore, I give to my Agent the unlimited authority to transfer, assign, convey and deliver legal and equitable title to any real estate, or interest in real estate which I may own to my Living Trust.

This authority will include any property in which I may have a homestead interest. I waive any requirements which may be imposed by law or by a title agency that I personally join in the conveyance. To protect the title agency and any other person, agency or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns and my Agent to indemnify and hold harmless any person, agency, or entity from any claim or loss, whatsoever in relying upon the authority provided by this document and the authority of my Agent.

My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

Section 3.04 Power to Buy

Unless specifically limited by the other provisions of this power of attorney, my Agent may buy any kind of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may arrange to insure the purchased property, and otherwise arrange for its safekeeping.

My Agent is authorized to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

My Agent is authorized to repay from my funds any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 3.05 Power to Invest

My Agent may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possessions or territories. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;

Participate in common, collective or pooled trust funds or annuity contracts;

Sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

Establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

Invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal;

Establish and terminate agency accounts with corporate fiduciaries; and
Employ and fire financial and investment advisors.

Section 3.06 Power to Manage Real Property

My Agent may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;
Eject and remove tenants or other persons from property, and recover the property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds;

Subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

Maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon and alter all or any part of my real property;

Employ laborers;

Obtain or vacate plats and adjust boundaries;

Adjust differences in the property's value on exchange or partition by giving or receiving consideration;

Release or partially release real property from a lien;

Enter into any contracts, covenants and warranty agreements regarding my real property that my Agent considers appropriate; and

Encumber property by mortgage or deed of trust.

My Agent may accept real property as a gift or as security for a loan.

Section 3.07 Power to Manage Tangible Personal Property

My Agent may manage any tangible personal property (including, but not limited to, any motor vehicle, trailer, water craft, or any similar property) I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;

Recover my property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds; Maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

Grant security interests in my property.

My Agent may accept tangible personal property as a gift or as security for a loan.

Section 3.08 Power to Operate Businesses

My Agent may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Agent considers appropriate. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Act as a director, general or limited partner, or associate or officer of the business;

Select and vote for directors, partners, associates and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;

Execute agreements and amendments to agreements necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements and operating agreements for limited liability companies;

Hire and fire employees;

Pay employees' salaries and provide for employee benefits;

Employ legal, accounting, financial and other consultants;

Continue, modify, terminate, renegotiate and extend any contracts with any person, firm, association or corporation;

Execute business tax returns and other government forms required for my business;

Pay all business related expenses;

Transact business for me in my name and on my behalf;

Contribute additional capital to the business;

Change the name or the form of the business;

Incorporate the business;

Enter into a partnership agreement with other persons;

Join in a plan to reorganize or consolidate my business, or merge my business with any other business;

Establish the value of the business under "buy-out" or "buy-sell" agreements to which I am a party;

Create, continue or terminate retirement plans for my business' employees and make contributions required by those plans;

Advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and

Borrow for the business and secure any loans with business assets or my personal assets.

My Agent may sell, liquidate or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity and an installment note or any combination of those arrangements.

Section 3.09 Power to Manage Partnership Interests

My Agent may manage any general, limited or special partnership interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Exercise any right, power, privilege or option I may have or may claim under any contract with the partnership;

Modify or terminate my interest on terms and conditions my Agent considers appropriate;

Enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding or otherwise as my Agent considers appropriate; and

Defend, arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

Section 3.10 Power Regarding Securities

My Agent may exercise all rights regarding securities that I own now or in the future. Specifically my Agent may:

Buy, sell, and exchange all types of securities and financial instruments including, but not limited to, stocks, bonds, mutual funds and commodity futures contracts and call and put options on stocks and stock indexes;

Receive certificates and other evidences of ownership with regard to securities;

Hold securities in bearer or uncertified form and use a central depository, clearing

agency or book-entry system such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York;

Place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

Employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-deal or its nominee;

Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

Participate in any reorganization, recapitalization, merger or similar transaction; and

Exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants or other similar instruments.

Section 3.11 Power to Collect and Settle My Obligations

My Agent may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to, rights to, cash payments, property, debts, accounts, legacies, bequests, devises, dividends and annuities. In collecting my obligations, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Section 3.12 Power Regarding Governmental Benefits

All Powers described in this section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Agent's powers become effective.

My Agent is appointed as my "Representative Payee" for the purposes of receiving Social Security benefits. My Agent may collect all benefits payable to or for my benefit by any

governmental agency or body, such as Supplemental Social Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency including, without limitation, Supplemental Social Security Income (SSI), Medicaid and Social Security Disability Income (SSDI).

My Agent may:

Execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, my wife's, children's and other individual's customarily or legally entitled to be supported by me, and for shipment of their household effects.

Take possession, remove and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

Prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation.

Prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.

Receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose.

Sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there.

Execute any trust agreement described in 42 U.S.C. § 1396p (d)(4) with any trustee or trustees that my Agent selects. In addition, my Agent may deliver and convey any or all of my assets to the trustee or trustees of the trust as well as designate the trust as payee of any income to which I maybe entitled.

File applications for certification of eligibility, or renewals of such certification, any necessary forms or submissions of any nature, and to execute vouchers on my behalf for any and all allowances, compensation, and reimbursements properly payable to me by the Government of the United States, or any agency or department thereof, including, but not restricted to, medical, dental, hospital, or other health care claims or other payments under Veteran's Administration,

Medicare, Medicaid, or any other social security programs. Further, such powers shall include, but not be limited to, the powers set forth in Section 501 of the Texas Probate Code, which are incorporated herein for all purposes.

Take any action necessary in order to seek qualification on my behalf for any and all government benefits that I may be entitled to, including, but not limited to, Social Security Disability, Medicaid, and Medicare. This power includes any acts necessary to achieve eligibility for these programs including gifting of my assets to the agent themselves or other persons and selling or swapping any of my property or exchanging any property for assets that would be exempt under the rules of these programs. Any authority granted to my attorneys herein shall be limited so as to prevent this general power of attorney from causing my attorneys to be taxed on my income or from causing my assets to be subject to a general power of appointment by my attorneys, as that term is defined in Section 2041 of the Internal Revenue Code (or any successor provision).

Power to arrange for my maintenance and support and to incur expenses in my name therefore and to pay from my funds or from funds in my name expenses in connection with my maintenance and support, including, without limitation, my living expenses and all other expenses for my reasonable comfort, maintenance and support, and further including medical or surgical services, nursing services or hospital room or services for me or for my benefit, or any other thing or service incidental thereto deemed by my agent to be necessary or appropriate.

Section 3.13 Power Regarding My Retirement Plans and Other Employee Benefits

My Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Agent may:

Establish, using any of my assets, one or more qualified retirement plans in my name;

Make contributions, including "rollover" contributions, or cause contributions to be made, to any qualified retirement plan my Agent considers appropriate using my assets;

Receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

Elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

Make, exercise, waive or consent to any and all election and option that I may

have regarding contributions to qualified retirement plans, investments and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me; and

Borrow money, purchase assets from any of my qualified retirement plans and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Agent may make primary and contingent beneficiary designations, whether revocable or irrevocable, change primary and contingent revocable beneficiary designations, and consent or waive consent in connection with the designation of primary and contingent beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. But my Agent may not directly or indirectly designate a greater share or portion of any benefit than my Agent would have otherwise received unless all other beneficiaries under the IRA or plan consent to the change in beneficiary designation.

For all purposes of this Section, "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, an individual retirement arrangement under Section 408 or Section 408A or a tax-sheltered annuity under Section 403. The term "qualified retirement benefits" means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403 or any other benefit subject to the distribution rules of Section 401(a)(9).

Section 3.14 Power Regarding Bank Accounts

My Agent may establish bank accounts of any type in one or more bank institutions that my Agent may choose. My Agent may modify, terminate, make deposits to, write checks on, make withdrawals from and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

Section 3.15 Power Regarding Safe-Deposit Boxes

My Agent may contract with any institution to rent a safe-deposit box in my name. My Agent may have access to any safe-deposit box in my name or with respect to which I am an authorized signer. This Section will apply whether or not the contract for the safe-deposit box was executed by me alone or jointly with others or by my Agent in my name. My Agent may also add to or remove the contents of a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 3.16 Power to Prosecute and Defend Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

Section 3.17 Power to Loan and Borrow

My Agent may make secured or unsecured loans to any person, entity, trust or estate on my behalf, for any term or payable on demand, with or without interest. My Agent may enter into or modify the terms of any mortgage, deed of trust or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Agent may borrow money on my behalf at interest rates and on other terms that my Agent considers advisable from any person, institution or other source including, if my then-acting Agent is a corporate fiduciary, its own banking or commercial lending department.

My Agent may encumber my property by mortgages, pledges, and other hypothecation and shall have the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the term for which this power of attorney is effective.

My Agent may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the term for which this power of attorney is effective. My Agent may grant a security interest in the policy to secure the loan. In this regard, my Agent may assign and deliver the policy as security. No insurance company will be under any obligation to determine the necessity of the loan or how my Agent applies the loan proceeds.

Section 3.18 Power to Create Revocable Trusts for my Benefit

My Agent may execute a revocable trust agreement with any trustee or trustees that my Agent selects. All income and principal must be paid under the trust agreement, to me or another person for my benefit or applied for my benefit. The income and principal of the trust must be paid under the agreement in the amounts that I or my Agent requests or that the trustee or trustees determine. The remaining income and principal must be paid on my death to my personal representative under the agreement. The trust agreement must provide that it may be revoked or amended by me or my Agent at any time. The trust agreement, however, must provide that any amendment by my Agent must be of a type that by law or under the provisions of this power of attorney could have been included in the original trust agreement. In addition,

my Agent may deliver and convey any or all of my assets to the trustee or trustees of the revocable living trust, or convey any or all of my assets to a revocable living trust that exists now or is created by me after the creation on this power of attorney.

Further, I hereby vest in my Agent all of the power and authority given to trustees by the trust laws of the State of Texas upon establishing such revocable trust. If my Agent determines that it is in my best interest under the facts and circumstances then existing, I authorize my Agent to take possession of any and all of my property and estate, as Trustee, and to hold, conserve and administer such property for me and my general welfare. My Agent will be responsible only for the property of my estate over which the Agent shall assert direct control, and will not have liability for the loss of income from, or the depreciation of the value of, assets which the Agent does not possess or which are retained in the form my Agent received them.

My Agent is authorized, upon my death, to make, direct payment for any expense related to my hospitalization, illness, treatment and care prior to my death, and any expenses related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable period of time in which to conclude any administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs) and to make distributions of the trust property to my Living Trust.

My Agent may be sole trustee of my revocable living trust or one of several trustees.

If the trustee is not an individual, it must be a bank or trust company authorized to do trust business in the state in which I or my Agent reside now or in the future.

Section 3.19 Power to Revoke Trusts

I grant my Agent full power and authority to revoke any and all revocable trust agreements of which I am a founder, settlor, grantor, trustmaker and/or contributor. Immediately after the revocation of the aforesaid revocable trust agreement, or as soon as is practicable after such revocation, my Agent shall convey the said trust assets to the beneficiaries named therein, if in the judgment of my Agent it is advisable to do so.

My Agent may be sole trustee of my revocable living trust or one of several trustees.

Section 3.20 Power to Withdraw Funds from Trusts

My Agent may withdraw and receive the income or principal of any trust over which I have a right of receipt or withdrawal. My Agent may request and receive the income or principal of any trust with respect to which the trustee has the discretionary power to make distributions to me or on my behalf. In connection with this, my Agent may execute and deliver to the trustee a receipt and release or similar document for the income or principal received. My Agent may exercise in whole or in part, release or let lapse any power of appointment held by me, whether general or special, or any amendment or revocation power under any trust even if the power may be exercised only with the consent of another person and even if my Agent is the other person, subject to any restrictions on exercise imposed on my Agent under this power of attorney.

Section 3.21 Power to Renounce or Resign from Fiduciary Positions

My Agent may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

Section 3.22 Power to Disclaim or Release Property Interests

My Agent may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate or intestate succession. My Agent may release or abandon any property interest or power that I may own or hold now or in the future, including any interest in, or right over, a trust, including the right to alter, amend, revoke or terminate the trust. My Agent may claim an elective share in any estate or under any will. But my Agent may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

Section 3.23 Power Regarding Insurance

My Agent may purchase, maintain, surrender, collect, or cancel:

All kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest;

Liability insurance protecting me and my estate against third party claims;

Hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and

Casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

My Agent may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority shall apply to both private and public plans, including Medicare, Medicaid, SSI and Workers' Compensation.

My Agent may decrease or terminate coverage under any insurance policy insuring my life. My Agent may receive and dispose of the cash value received if the policy is decreased or terminated and dispose of the cash value as my Agent considers appropriate.

Section 3.24 Power Regarding Taxes

My Agent may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods.

My Agent may:

Prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA and payroll tax returns on my behalf;

Prepare, sign, and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts (including, but not limited to, the United States Tax Court);

Sign consents and agreements under Section 2032A of the Internal Revenue Code or any successor section and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year;

Pay taxes due, collect and dispose of refunds as my Agent determines appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;

Exercise any election I have under federal, state or local tax law and allocate any generation-skipping tax exemption to which I am entitled;

Engage representation for me in any and all tax proceedings by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals; and,

Settle with the Internal Revenue Service, its agents and representatives, any questions concerning my liability for and the collection, refund or payment of said taxes, and to possess all of the authorities and all of the powers set forth in Form 2848 of the Department of the Treasury, Internal Revenue Service, as amended or

revised hereafter, including the power to receive refund checks due to me, from the date of this instrument until this instrument is revoked.

Section 3.25 Power to Deal with My Spouse

My Agent may deal with my spouse on my behalf. In dealing with my spouse, my Agent may partition, transfer and exchange any of my marital property estate, whether separate or community property between my spouse and me. My Agent may enter into and execute on my behalf marital property agreements, partition and exchange agreements or community property agreements or may enforce, amend or revoke any marital property agreement between my spouse and me but only with respect to rights in and obligations with respect to property owned by my spouse, by me or by both of us and with respect to reclassification of management and control over our property.

Section 3.26 Power to Make Gifts

My Agent may make gifts on my behalf. In order to make gifts, my Agent may withdraw assets from any trust created by me or by my Attorney-in-Fact acting within the authority granted in Section 3.18 and from which I may withdraw assets.

For purposes of this power of attorney, my Agent may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

For purposes of this Section, "my beneficiaries" shall mean my wife, my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust.

As mentioned in Section 3.12, my Agent may gift or otherwise spend down my estate for Medicaid eligibility and planning.

My Agent may make gifts on the following terms and conditions:

(a) Continuation of My Gifting

My Agent may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Agent may make gifts in order to assure the continuation of any gifting program initiated by me prior to the time I became incapacitated.

My Agent may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with such individuals.

(b) Gifts to My Agent

I specifically authorize gifts to my Agent, but only a Special Agent appointed under the provisions of Section 7.03 may make gifts to my Agent. My Agent may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(c) Gifts in Excess of the Annual Federal Gift Tax Exclusion

Only a Special Agent appointed under the provisions of Section 7.03 may make gifts in excess of the annual federal gift tax exclusion to my beneficiaries.

If my Agent determines that gifts in amounts in excess of the annual federal gift tax exclusion are in my best interest and the best interests of my beneficiaries, my Agent, by unanimous vote if more than one Agent is serving, shall appoint a Special Agent unrelated by blood or marriage to any Agent to review the facts

and circumstances and to decide whether such gifts should be made. I recommend, but do not require, that my Agent select an independent certified public accountant, attorney-at-law, or corporate fiduciary to serve as the Special Agent under such circumstances.

Neither my Agent, nor the Special Agent appointed by my Agent, shall be liable to any beneficiary for exercising or failing to exercise its discretion to make gifts.

(d) Gifts for Tuition

My Agent may prepay the cost of tuition for any of my beneficiaries. My Agent shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

(e) Gifts for Medical Expenses

My Agent may pay medical expenses for any of my beneficiaries as permitted under Section 2503(e) of the Internal Revenue Code. My Agent shall make the payments directly to the medical provider.

(f) Gift Splitting Authorized

My Agent is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code or under similar provisions of any state or local gift tax laws.

(g) Methods of Making Gifts

My Agent may make gifts of my property under this Section outright, in trust or in any other manner that my Agent considers appropriate.

By way of example and without limiting my Agent's powers under this Section, my Agent is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split interest trusts. My Agent may make gifts by establishing and contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies or other similar entities and by making gifts of interests in any of those entities.

To accomplish the objectives described in this subsection, my Agent may establish and maintain financial accounts of all types and may execute, acknowledge, seal and deliver deeds, assignments, agreements, authorizations, checks and other instruments. My Agent may prosecute, defend, submit to arbitration, settle or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Agent may intervene in any related action or proceeding.

My Agent may perform any other act my Agent considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

(h) Standard for Making Gifts

It is my desire that in making gifts on my behalf, my Agent consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(i) Ratification of Gifts

I specifically ratify any gifts made by my Agent under the terms of this power of attorney.

Article Four
Care and Control of Principal

My Agent may, in my Agent's sole and absolute discretion, exercise the following powers with respect to the control and management of my person.

Section 4.01 Power to Provide for My Support

My Agent may do anything reasonably necessary to maintain my customary standard of living, including:

Maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing or making other arrangement for a different residence;

Provide normal domestic help;

Provide clothing, transportation, medicine, food and incidentals; and

Make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 4.02 Power to Provide for Support of Dependents

My Agent may make payments as my Agent deems necessary for the health, education, maintenance or support of my wife and those my Agent determines to be dependent on me for support.

Section 4.03 Power to Protect or Dispose of Property

If my Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home or similar facility, my Agent may dispose of my residence. In so doing, my Agent may sell, lease, sublease or assign my interest on terms and conditions that my Agent considers appropriate.

My Agent may store and safeguard any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Agent may sell any items that my Agent

believes I will never need again on terms and conditions that my Agent considers appropriate.

As an alternative to storing my tangible personal property, my Agent may transfer custody and possession, but not title, of any property item to the person named in my Will or my revocable living trust as the person entitled to receive that property item on my death.

Section 4.04 Power to Provide for My Recreation and Travel

My Agent may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 4.05 Power to Provide for Religious and Spiritual Needs

My Agent may provide for my religious and spiritual needs, including involvement of religious clergy and spiritual leaders in my care and my membership in religious and spiritual organizations consistent with my religious beliefs. My Agent may purchase religious books, tapes and other materials for my use and benefit.

Section 4.06 Power to Provide for Companionship

My Agent may arrange any form of companionship for me necessary to meet my needs if I am unable to arrange for such companionship myself.

Section 4.07 Power to Make Advance Funeral Arrangements

My Agent may make advance arrangements for my funeral and burial, including a burial plot, marker and any other related arrangements that my Agent considers appropriate.

Article Five
Incidental Powers

My Agent may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this power of attorney, including, but not limited, to the following incidental powers.

Section 5.01 Power to Commence Court Proceedings

My Agent may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including, but not limited to:

> Actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney; provided, however, that my Agent need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;
>
> Actions for mandatory injunctions requiring any person or entity to comply with my Agent's directions as authorized by this power of attorney; and
>
> Actions for actual and punitive damages and the recoverable costs and expenses of such litigation against any person or entity who negligently or willfully fails or

refuses to follow my Agent's directions as authorized by this power of attorney.

Section 5.02 Power to Employ and Discharge Personnel

My Agent may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents and employees to advise or assist my Agent as my Agent considers appropriate.

Section 5.03 Power to Sign Documents

My Agent may sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

Section 5.04 Power to Submit Costs for Payment

If my Agent incurs costs in performing any powers granted under this power of attorney, or in enforcing compliance with the powers given to my Agent under this power of attorney, my Agent may submit those costs to any person who has the authority to pay those costs such as the trustee of my revocable living trust or to my guardian or conservator. My trustee, conservator or guardian shall promptly pay those costs.

Section 5.05 Power Regarding My Mail

My Agent may open, read, respond to and redirect my mail. My Agent may represent me before the U.S. Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

Section 5.06 Power Regarding Memberships

My Agent may establish, cancel, continue or initiate my membership in organizations and associations of all kinds.

Section 5.07 Power Regarding Custody of Documents

My Agent may take, give or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents as my Agent believes appropriate.

Section 5.08 Power to Care for My Pets

My Agent may provide for the housing, support, and maintenance of my pet animals. My Agent may contract for and pay the expenses of their proper veterinary care and treatment. But if my

Agent decides that the care and maintenance of my pet animals is unreasonably expensive or burdensome, my Agent may give the pet animals to persons willing to care for and maintain them.

Article Six
Limitation on Powers

All powers granted to my Agent under this power of attorney are subject to the limitations set forth in this Article.

Section 6.01 Tax Sensitive Powers

No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

Cause any income generated by my property to be attributed to my Agent for federal income tax purposes;

Cause the value of any property subject to this power of attorney to be included in my Agent's gross estate for federal estate tax purposes;

Cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or

Discharge a legal obligation of my Agent.

If the exercise of a power by my Agent under this power of attorney would cause any of the foregoing results, a Special Agent appointed under the provisions of Section 7.03 may exercise the power or discretion.

Section 6.02 Life Insurance on the Life of My Agent

No individual Agent may exercise any powers or rights in a policy owned by me that insures the life of that Agent. Any powers and rights regarding the policy will be exercised solely by another Agent serving under this power of attorney, or by a Special Agent appointed under the provisions of Section 7.03 of this power of attorney.

Section 6.03 Prohibition on Power over Prior Transfers

No Agent may exercise any power or authority over any irrevocable trust created by my Agent to which I am a trustee or a beneficiary or any asset given to me by my Agent.

Section 6.04 My Agent to Avoid Disrupting My Estate Plan

If it becomes necessary for my Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Agent, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.
If it is necessary to disrupt the dispositive provisions of my estate plan, my Agent will use his or her best efforts to restore my plan as soon as possible. My Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Agent and to provide copies of documents to my Agent.

Article Seven
Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Agent and those who rely upon my Agent.

Section 7.01 Release of Information

My Agent may release and obtain, as the case may be, any and all information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her duties under this power of attorney.

Section 7.02 Nomination of Guardian of my Person and my Estate

If at any time proceedings are initiated for the appointment of Guardian of my person and my estate, I nominate the person serving, or named to serve, as my Agent under this power of attorney at the time the proceedings are initiated.

If any person I have nominated is appointed Guardian of my person and my estate, I request that the court grant to such Guardian of my person and my estate all or as many of the independent powers listed below as the court shall find appropriate.

The power to contract for the estate, to carry out existing contracts, and so bind my estate.

The power to operate, at the risk of loss to the estate, any business, farm, or enterprise of the estate.

The power to grant and take options.

The power to sell any real or personal property of the estate at public or private sale.

The power to create by grant or otherwise easements and servitudes on any property of the estate.

The power to borrow money on the estate's behalf and give security for the loan.

The power to purchase real or personal property on the estate's behalf.

The power to alter, improve, and repair or raze, replace, and rebuild the estate's property.

The power to lease the estate's property for any purpose (including exploration for and removal of gas, oil and other minerals and natural resources) and for any period, including a term commencing at a future time.

The power to lend the estate's money on adequate security.

The power to exchange property of the estate.

The power to sell estate property on credit if any unpaid portion of the selling price is adequately secured.

The power to commence and maintain an action for partition on behalf of the estate.

The power to exercise stock rights and stock options on behalf of the estate.

The power to participate in and become subject to and to consent to the provisions of a voting trust and of a reorganization, consolidation, merger, dissolution, liquidation, or other modification or adjustment affecting estate property.

The power to pay, collect, compromise, arbitrate or otherwise adjust claims, debts or demands upon the estate.

The power to employ attorneys, accountants, investment counsel, agents, depositories and employees and to pay the expense from the estate's assets.

Section 7.03 Appointment of a Special or Ancillary Agent

If for any reason any Agent is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Agent shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Agent as to the property or with respect to the provision. The Special Agent appointed must be an individual that is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code. My Agent may revoke any such appointment at will.

If my Agent determines that it is necessary or desirable to appoint an Ancillary Agent to act under this power of attorney in a jurisdiction other than this one, my Agent may do so. In making an appointment, my Agent may sign, execute, deliver, acknowledge and make declarations in any documents that may be necessary, desirable, convenient or proper in order to carry out the appointment.

A Special or Ancillary Agent may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Agent. A Special or Ancillary Agent may resign at any time by delivering written notice of resignation to my Agent. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.04 Agent Authorized to Employ My Attorney

My Agent may employ the attorney who prepared this power of attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

Waive any and all conflicts of interest that might arise through such employment;

Authorize the attorney to make full disclosure of my estate plan and business to the Agent; and

Authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Agent

My Agent shall be eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Reimbursement for Expenses and Compensation

My Agent may pay himself or herself, from my assets, fair and reasonable compensation authorized by law for services performed under this power of attorney and, in addition, my Agent may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney. "Fair and reasonable" compensation shall be equivalent to such compensation charged by banks or trust companies which provide similar services and are located in the county in which I reside.

Section 7.07 Liability of Agent

I release and discharge any Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Agent.

Section 7.08 Ratification and Indemnity

I agree that any third party who receives a copy of this document may act under it. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. Further, I ratify and confirm all that my Agent will do or cause to be done by reason of the authority vested by this power of attorney and by law. No person, firm, agency or entity will be obligated to see to the application of any payment delivered to my Agent for or on my behalf.

Section 7.09 Amendment and Revocation

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Section 7.10 Resignation

My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

Section 7.11 Signature of Agent

My Agent shall use the following form when signing documents on my behalf pursuant to this power:

NELVA E. BRUNSTING by [enter Agent's name], her Agent.

Section 7.12 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under the laws of the State of Texas, including, but not limited to, the powers set forth in Article XII ("Durable Power of Attorney Act") of the Texas Probate Code, as amended. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Agent.

Section 7.13 Use of "Agent" Nomenclature

The word "Agent" and any modifying or equivalent word or substituted pronoun includes the singular and the plural and the masculine, feminine and neuter genders.

Section 7.14 Third Party Reliance

No person who relies in good faith on the authority of my Agent under this power of attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent that:

The authority granted to my Agent under this power of attorney is in effect;

My Agent's actions are within the scope of my Agent's authority under this power of attorney;

I was competent when I executed this power of attorney;

I have not revoked this power of attorney; and

My Agent is currently serving as my Agent.

Any person, entity or institution dealing with my Agent will be entitled to rely upon my Agent's sworn statement that this general power of attorney has not been revoked and that Agent is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution or agency from any loss or claim whatsoever when reliant upon such statement, and to this end, I bind myself, my estate, my heirs, successors and assigns. I vest in my Agent the authority to

record this power of attorney at any reasonable time, and to the extend I may lawfully provide, my Agent may do so at any time before the Agent is to act with respect to any third party who may be asked to rely upon this document.

I grant my Agent full power and authority to indemnify and hold harmless any third party who accepts and acts under this Durable General Power of Attorney. No person who acts in reliance on the representations of my Agent or the authority granted under this Durable General Power of Attorney shall incur any liability to me, my heirs, executors, administrators, or assigns as a result of permitting my Agent to exercise any power granted under this Durable General Power of Attorney.

Section 7.15 Effect of Duplicate Originals or Copies

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies (photocopies shall include: facsimiles and digital or other reproductions, hereafter referred to collectively as "photocopy") of this power of attorney and each photocopy will have the same force and effect as the original.

Section 7.16 Governing Law

This power of attorney's validity and interpretation will be governed by the laws of the State of Texas. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible or mixed, wherever located, and whether or not the property is owned by me now or in the future.

Section 7.17 Severability

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight
Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained to me the following:

> The power of attorney provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property.
>
> The powers will exist for an indefinite period of time unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.
>
> This Durable Power of Attorney will continue to exist notwithstanding my subsequent disability or incapacity.
>
> I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: _____, 2010

NELVA E. BRUNSTING, Principal

ACKNOWLEDGMENT FOR PRINCIPAL

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared NELVA E. BRUNSTING, as Principal, known to me (or proved to me through satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this day, _____, 2010.

Notary Public, State of Texas

THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT AND IS RESPONSIBLE FOR MAINTAINING APPROPRIATE RECORDS OF EACH TRANSACTION, INCLUDING AN ACCOUNTING OF RECEIPTS AND DISBURSEMENTS. AS A FIDUCIARY, AN ATTORNEY-IN-FACT OR AGENT IS HELD TO THE HIGHEST STANDARDS OF GOOD FAITH, FAIR DEALING, AND LOYALTY WITH RESPECT TO THE PRINCIPAL. FAILURE TO ADHERE TO THESE STANDARDS MAY SUBJECT AN ATTORNEY-IN-FACT OR AGENT TO LEGAL ACTION. DEPENDING ON THE DEGREE OF MISCONDUCT, AN ATTORNEY-IN-FACT OR AGENT MAY BE LIABLE FOR DAMAGES OR MAY BE CHARGED WITH A CRIMINAL OFFENSE.

DUTY TO INFORM AND ACCOUNT
Texas Probate Code Section 489B

The attorney-in-fact or agent is a fiduciary and has a duty to inform and to account for actions taken pursuant to the power of attorney.

The attorney-in-fact or agent shall timely inform the principal of all actions taken pursuant to the power of attorney. Failure of the attorney-in-fact or agent to inform timely, as to third parties, shall not invalidate any action of the attorney-in-fact or agent.

The attorney-in-fact or agent shall maintain records of each action taken or decision made by the attorney-in-fact or agent.

The principal may demand an accounting by the attorney-in-fact or agent. Unless otherwise directed by the principal, the accounting shall include:

1. the property belonging to the principal that has come to the attorney-in-fact's or agent's knowledge or into the attorney-in-fact's or agent's possession;
2. all actions taken or decisions made by the attorney-in-fact or agent;
3. a complete account of receipts, disbursements, and other actions of the attorney-in-fact or agent, including their source and nature, with receipts of principal and income shown separately;
4. a listing of all property over which the attorney-in-fact or agent has exercised control, with an adequate description of each asset and its current value if known to the attorney-in-fact or agent;
5. the cash balance on hand and the name and location of the depository where the balance is kept;
6. all known liabilities; and,
7. such other information and facts known to the attorney-in-fact or agent as may be necessary to a full and definite understanding of the exact condition of the property belonging to the principal.

Unless directed otherwise by the principal, the attorney-in-fact or agent shall also provide to the principal all documentation regarding the principal's property.

The attorney-in-fact or agent shall maintain all records until delivered to the principal, released by the principal, or discharged by a court.

If the attorney-in-fact or agent fails or refuses to inform the principal, provide documentation, or deliver the accounting within 60 days (or such longer or shorter time that the principal demands or a court may order), the principal may file suite to compel the attorney-in-fact or agent to deliver the accounting, to deliver the assets, or to terminate the power of attorney.

This section shall not limit the right of the principal to terminate the power of attorney or make additional requirements of, or to give additional instructions to the attorney-in-fact or agent.
Wherever in this chapter a principal is given an authority to act, that shall include not only the principal but also any person designated by the principal, a guardian of the estate of the principal, or other personal representative of the principal.

The rights set out in this section and chapter are cumulative of any other rights or remedies the principal may have at common law or other applicable statutes and not in derogation of those rights.

V&F 001469

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,
Founder and Trustee

_____

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of September, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

_____

Notary Public, State of Texas

EXHIBIT "A"

Article IV

Our Trustees

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals or entities will serve as Co-Trustees:

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

A successor Trustee will not be obliged to examine the records, accounts and acts

of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

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GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: February 24, 2010

Grantor: NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantor's Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Grantee: NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantee's Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Consideration:

The sum of TEN ($10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate and sufficient consideration, cash, paid by the Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Grantor's interest in and to that certain tract and parcel of real property, together with all improvements located and situated thereon, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

This deed was prepared without a review or examination of the title to or a survey of the property and no opinions or representations are being made either expressly or impliedly by VACEK & FREED, PLLC.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantor hereby reserves the rights afforded to the Grantor under the homestead exemption laws pursuant to Chapter 41 of the Texas Property Code and Section 11.13 of the Texas Tax Code.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for the current year.

WITNESS MY HAND on February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996.

Candace Kunz Freed

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

VACEK & FREED, PLLC

11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JAN 10 2012

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

JAN 10 2012

Stan Stanart
County Clerk, Harris County, Texas

INFORMATION CONCERNING
THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between

acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or

business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

Signed on February 24, 2010, to confirm that I received this disclosure statement prior to execution of my Medical Power of Attorney and that I have read and understand it.

_____

NELVA E. BRUNSTING

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **CAROL A. BRUNSTING**, who resides at 5822 Jason, Houston, Texas 77074, and whose phone number is (713) 560-6381 (cell), as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following person to serve as my agent to make health care decisions for me as authorized by this document:

A. First Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 (home) or (713) 522-2778 (work)

B. Second Alternate Agent

ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732 (home) or (361) 550-7132 (cell)

C. Third Alternate Agent

AMY RUTH TSCHIRHART
2582 Country Ledge
New Braunsfels, Texas 78132
(830) 625-8352 (home) or (830) 823-2388 (cell)

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-
3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that

my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on February 24, 2010.

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

Date: February 24, 2010

Signature of First Witness

Address of First Witness

Date: February 24, 2010

Signature of Second Witness

Address of Second Witness

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I D E N T I F I C A T I O N C A R D

NAME: NELVA E. BRUNSTING
ADDRESS: 13630 Pinerock
Houston, Texas 77079
PHONE: (713) 464-4391

IN CASE OF EMERGENCY CONTACT:

CAROL A. BRUNSTING
(713) 560-6381 (cell)

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My MEDICAL POWER OF ATTORNEY and HIPAA AUTHORIZATION are on file with my lawyer:

ALBERT E. VACEK, JR.
Attorney at Law
14800 ST. MARY'S LANE, SUITE 230
HOUSTON, TEXAS 77079
(281) 531-5800 or 1-800-229-3002

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INFORMATION CONCERNING
THE MEDICAL POWER OF ATTORNEY

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The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between

acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

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(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or

business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

Signed on August 25, 2010, to confirm that I received this disclosure statement prior to execution of my Medical Power of Attorney and that I have read and understand it.

_____

NELVA E. BRUNSTING

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **CAROL A. BRUNSTING**, who resides at 5822 Jason, Houston, Texas 77074, and whose phone number is (713) 560-6381 (cell), as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent, in the following order, to make health care decisions for me as authorized by this document:

A. First Alternate Agent

ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732 (home) or (361) 550-7132 (cell)

B. Second Alternate Agent

AMY RUTH TSCHIRHART
2582 Country Ledge
New Braunsfels, Texas 78132
(830) 625-8352 (home) or (830) 823-2388 (cell)

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR.,

14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-
3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on August 25, 2010.

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

Date: August 25, 2010

Signature of First Witness

Address of First Witness

Date: August 25, 2010

Signature of Second Witness

Address of Second Witness

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I D E N T I F I C A T I O N C A R D

NAME: NELVA E. BRUNSTING
ADDRESS: 13630 Pinerock
Houston, Texas 77079
PHONE: (713) 464-4391

IN CASE OF EMERGENCY CONTACT:

CAROL A. BRUNSTING
(713) 560-6381 (cell)

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My MEDICAL POWER OF ATTORNEY and HIPAA AUTHORIZATION are on file with my lawyer:

ALBERT E. VACEK, JR.
Attorney at Law
14800 ST. MARY'S LANE, SUITE 230
HOUSTON, TEXAS 77079
(281) 531-5800 or 1-800-229-3002

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AMENDED AFFIDAVIT OF TRUST

1. The following Trust and the Second Amendment to the Trust are the subject of this Affidavit:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

2. The names and addresses of the currently acting Trustees of the Trust are as follows:

Names: ELMER H. BRUNSTING
NELVA E. BRUNSTING

Address: 13630 Pinerock
Houston, Texas 77079

3. The Trust and the Second Amendment to the Trust are currently in full force and effect.

4. Attached to this Affidavit and incorporated in it are provisions of the Second Amendment to the Trust as in Exhibit "A" evidencing the power of a Trustee to terminate a small trust.

5. The signatories of this Affidavit are the currently acting Trustees of the Trust.

6. The signatories of this Affidavit declare that the foregoing statements and the attached Trust provisions are true and correct as amended by the Second Amendment to the Brunsting Family Living Trust under penalty of perjury.

7. This Affidavit is dated June 5, 2001.

ELMER H. BR

NELVA E. BR

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Amended Affidavit of Trust was acknowledged before me on June 5, 2001, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees.

Witness my hand and official seal.

_____
Notary Public, State of Texas

EXHIBIT "A"

Article XII

Our Trustees' Powers and Authority

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

SECOND AMENDMENT TO THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996, hereby amend the said Trust, as follows, to-wit:

1. Article V of the said Trust entitled "Insurance Policies and Retirement Plans" is hereby amended so that from henceforth Article V shall include Section C entitled "Special Provisions Pertaining to Tax-Deferred Trust Assets" as set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article IX, Section D of the said Trust entitled "Termination of the Decedent's Trust" is hereby amended so that from henceforth Article IX, Section D is replaced in its entirety with the Article IX, Section D set forth in Exhibit "B" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

3. Article XII, Section M of the said Trust entitled "Termination and Distribution of Small Trust" is hereby amended so that from henceforth Article XII, Section M is replaced in its entirety with the Article XII, Section M set forth in Exhibit "C" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

4. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

5. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, together with the provisions contained in the First Amendment dated April 30, 1999, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS OUR HANDS this the 5th day of June, 2001.

ELMER H. BR
Founder and T

NELVA E. BR
Founder and T

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th day of June, 2001, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Notary Public,

EXHIBIT "A"

Article V

Insurance Policies and Retirement Plans

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "qualified beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent of the Founder that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

EXHIBIT "B"

Article IX

Administration of the Decedent's Trust

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

EXHIBIT "C"

Article XII

Our Trustees' Powers and Authority

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

BRUNSTING
October 10, 1996
ELMER HENRY BRUNSTING
ELMER H. BRUNSTING
NELVA ERLEEN BRUNSTING
NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079
(713) 464-4391
Harris
HARRIS
May 24, 1946
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

First, ANITA KAY RILEY
Second, CARL HENRY BRUNSTING
Third, AMY RUTH TSCHIRHART

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CAROL A. BRUNSTING
5822 Jason

Houston, Texas 77074
(713) 981-5260 or (281) 514-7491
CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778
282-32-8905
481-30-4685
Houston
Brunsting
Elmer H. Brunsting
9:00 a.m.

Tuesday
September 29, 1921
October 8, 1926

BRUNSTING
October 10, 1996
ELMER HENRY BRUNSTING
ELMER H. BRUNSTING
NELVA ERLEEN BRUNSTING
NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079
(713) 464-4391
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ANITA KAY BRUNSTING
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CANDACE LOUISE CURTIS
THE FROST NATIONAL BANK
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CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 560-6381 (cell)
CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 (home) or (713) 522-2778 (work)

B. Second Alternate Agent

ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732 (home) or (361) 550-7132 (cell)

C. Third Alternate Agent

AMY RUTH TSCHIRHART
2582 Country Ledge
New Braunsfels, Texas 78132
(830) 625-8352 (home) or (830) 823-2388 (cell)
282-32-8905
481-30-4685
Houston
Brunsting
Elmer H. Brunsting
9:00 a.m.

Tuesday

ELMER HENRY BRUNSTING
NELVA ERLEEN BRUNSTING
ELMER H. BRUNSTING
Elmer H. Brunsting

13630 Pinerock
Houston, Texas 77079
NELVA E. BRUNSTING
Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391
she
April 1, 2009
his
October 8, 1926
481-30-4685
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282-32-8905

27-6453100

ELMER H. BRUNSTING
his
NELVA E. BRUNSTING
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June ___, 2010
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Bank of America
P.O. Box 25118
Tampa, FL 33622-5118
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Blue Bonnet Credit Union
1314 Texas Avenue, Suite 1800
Houston, Texas 77002
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H ROS?
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Blue Bonnet Credit Union

1314 Texas Avenue, Suite 1800
Houston, Texas 77002
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W ROS?
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Edward Jones
9525 Katy Freeway, Ste. 122
Houston, TX 77024
609-07698-1-8

LT
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Ohio State Life Ins
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Kansas City, MO 64199-3487
49-03223450
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Ohio State Life Ins
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Columbus, Ohio 43216-0910
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MetLife (Chevron)
One Madison Avenue
New York, NY 10010
GO-416-A-4?
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Connecticut General Life Insurance Co
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Hartford, CT
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Edward Jones
9525 Katy Freeway, Ste. 122
Houston, TX 77024
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Edward Jones
9525 Katy Freeway, Ste. 122
Houston, TX 77024
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Transport Holding Inc
Merrill Lynch
101 Hudson Street
Jersey City, NJ 07302-3997
acct #568-52552
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Chevron Corporation
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MetLife
Chase Mellon Shareholder Services
P.O. Box 382200
Pittsburgh, PA 15250-8200
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HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston
Harris County, Texas
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140 Acres, Iowa
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2000 Buick LeSabre, VIN #?
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Mrs.

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May 11, 2009
10/10/96

BRUNSTING
October 10, 1996
ELMER HENRY BRUNSTING
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Elmer H. Brunsting
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Nelva E. Brunsting
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Houston, Texas 77079
(713) 464-4391

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ELMER H. BRUNSTING
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Bank of America
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609-91956-1-9
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Chevron Corporation
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Chase Mellon Shareholder Services
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Pittsburgh, PA 15250-8200
8065 7831 6055
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common
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ExxonMobil
Computershare
P.O. Box 43078
Providence, RI 02940-3078
C0000592102
LT
3,816.464015
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Chevron
BNY Mellon
P.O. Box 358010
Pittsburgh, PA 15252-8010
806578316055
LT
1,190.9094
common
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140 Acres, Iowa
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2000 Buick LeSabre, VIN #?
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John Deere (Minnesota Mutual Life)
8074
H
7,193.88
John Hancock
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H?
5,094.82
?
Chevron
?
?
Mrs.

sp

May 11, 2009
10/10/96

BRUNSTING
February 12, 1997
ELMER HENRY BRUNSTING
ELMER H. BRUNSTING
NELVA ERLEEN BRUNSTING
NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079
(713) 464-4391
Harris
HARRIS
May 24, 1946
CANDACE LOUISE CURTIS
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AMY RUTH TSCHIRHART
October 7, 1961
ANITA KAY RILEY
August 7, 1963

First, ANITA KAY RILEY
Second, CARL HENRY BRUNSTING
Third, AMY RUTH TSCHIRHART

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CARL H. BRUNSTING
5629 Flack Drive

Houston, Texas 77081
(713) 778-0137 or (713) 522-2778
CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (713) 514-7491
282-32-8905
481-30-4685
Houston
Brunsting
Elmer H. Brunsting
2:00 p.m.
ANITA KAY RILEY
First, CARL HENRY BRUNSTING
Second, AMY RUTH TSCHIRHART

Thursday

FIRST AMENDMENT TO THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996, hereby amend the said Trust, as follows, to-wit:

1. Article VI of the said Trust entitled "For So Long As We Both Shall Live" is hereby amended so that from henceforth Article VI shall include Section D entitled "Residence Homestead" as set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article X of the said Trust entitled "Upon the Death of the Survivor of Us" is hereby amended so that from henceforth Article X is replaced in its entirety with the Article X set forth in Exhibit "B" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

3. Article XI of the said Trust entitled "Protection of Beneficial Interests" is hereby amended so that from henceforth Article XI shall include Section E entitled "Application to Founders" as set forth in Exhibit "C" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.

4. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

5. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS THIS the 30th day of April, 1999.

ELMER H. BR
Founder and T

NELVA E. BR

Founder and T

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 30th day of April, 1999 by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Notary Public,

EXHIBIT "A"

Article VI

For So Long As We Both Shall Live

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.

EXHIBIT "B"

Article X

Upon the Death of the Survivor of Us

Section A. Outstanding Indebtedness of a Beneficiary

Upon the death of the surviving Founder, any amount due and owing by ANITA KAY RILEY which is secured by a lien against real property shall be forgiven and such amount shall constitute a portion of the trust share of ANITA KAY RILEY, as set forth in the Sections of this Article which follow.

Section B. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

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 C. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section D. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated. Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. 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 F. 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 G. 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 H. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons

who would be the wife Founder's heirs as if she had died intestate owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

V&F 001551

EXHIBIT "C"

Article XI

Protection of Beneficial Interests

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.

V&F 001552

LAST WILL
OF
ELMER H. BRUNSTING

I, ELMER H. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is NELVA E. BRUNSTING.

All references to "my spouse" in my Will are to NELVA E. BRUNSTING.

The names and birth dates of my children are:

Name	
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 my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint NELVA E. BRUNSTING as my Personal Representative. In the event NELVA E. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals or entities as my Personal Representative to serve in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

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 rmcipient. The obligation to be assumed shall be the principal balance of the indebtedness on date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable distribution or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest (i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest

has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for NELVA E. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which NELVA E. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless NELVA E. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of NELVA E. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of NELVA E. BRUNSTING, and this provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the

BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate 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 transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative 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 Personal Representative'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 my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will 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 Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management,

investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any

trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will 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 proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by NELVA E. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on October 10, 1996.

ELMER H. BRUNSTING

The foregoing Will was, on the day and year written above, published and declared by ELMER H. BRUNSTING in our presence to be his Will. We, in his presence and at his request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, ELMER H. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

_____

WITNESS

_____

WITNESS

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ELMER H. BRUNSTING, _____, and _____, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said ELMER H. BRUNSTING, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testator that the said Testator had declared to them that the said instrument is his Last Will and Testament, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

ELMER H. BRUNSTING

WITNESS

WITNESS

Subscribed and sworn to before me by the said ELMER H. BRUNSTING, the Testator, and by the said _____ and _____, witnesses, on October 10, 1996.

Notary Public, State of Texas

DURABLE SPECIAL POWER OF ATTORNEY

FOR

ELMER H. BRUNSTING

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTHCARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I revoke all previous powers of attorney given by me. This is a durable special power of attorney given in order to coordinate the management, protection and conservation of my property, with property previously transferred to my revocable living trust, especially in the event I am unable for any reason to manage, protect and conserve my own property or transfer such property to my revocable living trust, and to avoid a guardianship as to the management, protection and conservation of property. The authority and legal capacity of my Personal Representative (hereinafter referred to as "Agent") will be that of a personal representative, trustee and attorney-in-fact.

My revocable living trust (hereinafter referred to as my "Living Trust") shall be referred to, for all purposes, as follows:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

Appointment of the Agent

I appoint NELVA E. BRUNSTING as my Agent. If NELVA E. BRUNSTING ceases to serve for any reason, I appoint the following individuals or entities as my Agent to serve in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

My Agents, in the order listed, are also my preference as guardian should a court appointed guardian of my person or estate be required.

My Agent will serve without the requirement of bond or other security, and will have the authority to do and perform those things delineated below, as fully, to all intents and purposes, as I might or could do if personally present:

1. I grant my Agent full power and authority to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me to my Living Trust.

2. In order for my Agent to transfer my property under this Durable Special Power of Attorney, the following powers are set forth to provide guidance as to some of the powers granted by me to my Agent:

   My Agent may convey real or personal property, whether tangible or intangible, or any interest therein.

   My Agent may receive and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loans, and all other financial institutions.

   My Agent may receive and endorse checks and drafts, withdraw funds, make elections and otherwise deal with any and all retirement accounts or qualified plans as deemed necessary by my Agent.

   My Agent may execute or release mortgages, deeds of trust, or other security agreements as may be necessary to accomplish the purpose of this Durable Special Power of Attorney.

My Agent may apply for, endorse, and transfer certificates of title for any motor vehicle.

My Agent may endorse, convey, and otherwise transfer all business interests that I may now own or hereafter acquire.

My Agent may have access to any safe deposit box rented by me and remove the contents of such safe deposit box, and any institution in which a safe deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.

3. State law, and title companies that issue owners' and mortgagees' policies of title insurance, may impose a limitation upon the authority of an Agent to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this limited special power of attorney is given. Therefore, I give to my Agent the unlimited authority to transfer, assign, convey and deliver legal and equitable title to any real estate, or interest in real estate which I may own to my Living Trust.

This authority will include any property in which I may have a homestead interest. I waive any requirement which may be imposed by law or by a title agency that I personally join in the conveyance. To protect the title agency and any other person, agency or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns and my Agent to indemnify and hold harmless any person, agency, or entity from any claim or loss whatsoever in relying upon the authority provided by this document and the authority of my Agent.

4. I grant my Agent full power and authority to prepare, execute and file joint, separate, or any other tax returns of any nature (e.g., income tax, gift tax, estate tax or generation skipping transfer tax) and declarations of estimated income tax required by the Internal Revenue Code to be made by me and to settle with the Internal Revenue Service, its agents and representatives, any questions concerning my liability for and the collection, refund or payment of said taxes, and to possess all of the authorities and all of the powers set forth in Form 2848 of the Department of the Treasury, Internal Revenue Service, as amended or revised hereafter, including the power to receive refund checks due to me, from the date of this instrument until this instrument is revoked.

5. I grant my Agent full power and authority to make any elections (e.g., tax, payment amount, payment frequency, etc.) in respect of any retirement account (e.g., IRA, pension plan, 401k, etc.) that I have or of which I am the contributor. Furthermore, I grant my Agent full power and authority to transfer, assign, convey and deliver any interest I may have in such retirement accounts to my Living Trust.

6. Any person, entity or institution dealing with my Agent will be entitled to rely upon my Agent's sworn statement that this special power of attorney has not been revoked and the Agent is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution or agency from any loss or claim whatsoever when reliant upon such statement, and to this end, I bind myself, my estate, my heirs, successors and assigns. I vest in my Agent the authority to record this power of attorney at any reasonable time, and, to the extent I may lawfully provide, my Agent may do so at any time before the Agent is to act with respect to any third party who may be asked to rely upon this document.

7. I grant my Agent full power and authority to indemnify and hold harmless any third party who accepts and acts under this Durable Special Power of Attorney. No person who acts in reliance on the representations of my Agent or the authority granted under this Durable Special Power of Attorney shall incur any liability to me, my heirs, or assigns as a result of permitting my Agent to exercise any power granted under this Durable Special Power of Attorney.

8. This power of attorney is revocable and revocation will be effective if a written and acknowledged revocation is filed of record in the deed records of each county in which this power of attorney has been placed of record, if any. Further, revocation will be effective as to a third party relying on the power of attorney when the third party has actual notice of the revocation regardless of whether this power of attorney has been placed of record. Finally, written notification of the revocation of this power of attorney to any agent under this power of attorney will also effectively revoke this power.

Special Power of Attorney

This document is to be construed as a Special Power of Attorney vesting in my Agent only those powers and authority specifically enumerated, without my joinder or consent, for me and on my behalf as if I were personally present and acting. Any transaction completed on my behalf by my Agent will be binding upon me, my estate, my successors and assigns.

My Disability

My Agent will have the authority to continue acting in such capacity during any period or episode of my disability. This power of attorney is to be construed and considered as being a durable power of attorney and will not terminate upon my disability. As a trust, the authority of the Agent will continue following my death for the time reasonably needed to complete administration of the property which at the time of my death goes into custody or control of my Agent. This would include, for example, all property held in the name of my Agent as Trustee.

Authority as Trustee

I vest in my Agent all of the power and authority given to trustees by the trust laws of the State of Texas. If my Agent determines that it is in my best interest under the facts and circumstances then existing, I authorize my Agent to take possession of any and all of my property and estate, as Trustee, and to hold, conserve and administer such property for me and my general welfare. My Agent will be responsible only for the property of my estate over which the Agent shall assert direct control, and will not have liability for the loss of income from, or the depreciation of the value of, assets which the Agent does not possess or which are retained in the form my Agent received them.

My Agent is authorized, upon my death, to make direct payment for any expense related to my hospitalization, illness, treatment and care prior to my death, and any expense related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable period of time in which to conclude any administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs) and to make distributions of the trust property to my Living Trust.

Ratification and Indemnity

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. Further, I ratify and confirm all that my Agent will do or cause to be done by reason of the authority vested by this power of attorney and by law. No person, firm, agency or entity will be obligated to see to the application of any payment delivered to my Agent for or on my behalf. My Agent is authorized to proceed in my name and on my behalf against any person,

agency or entity who will fail or refuse to recognize the authority of my Agent or who will refuse to transact business with my Agent to my harm and detriment.

Life Insurance on the Life of My Agent

My Agent shall have no rights or powers with respect to any policy of insurance owned by me on the life of my Agent.

Construction of Power

My agent shall have all rights and powers conferred under Chapter XII, Section 499 of the Texas Probate Code, as amended, as it pertains to my Living Trust.

Conclusion

This power of attorney, and the trust it represents, is dated and effective as of October 10, 1996.

ELMER H. BRUNSTING, Principal
13630 Pinerock
Houston, Texas 77079

Social Security Number: 282-32-8905

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Durable Special Power of Attorney was acknowledged before me by ELMER H. BRUNSTING, Principal, on October 10, 1996.

Witness my hand and official seal.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

DISCLOSURE STATEMENT

INFORMATION CONCERNING THE DURABLE POWER OF ATTORNEY FOR HEALTH CARE

OF

ELMER H. BRUNSTING

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the capacity to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be eighteen (18) years of age or older or a person under eighteen (18) years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing, or by your execution of a subsequent durable power of attorney for health care. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO OR MORE QUALIFIED WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS WITNESSES:

(1) the person you have designated as your agent;
(2) your health or residential care provider or an employee of your health or residential care provider;
(3) your spouse;
(4) your lawful heirs or beneficiaries named in your will or a deed; or

(5) creditors or persons who have a claim against you.

SIGN BELOW TO ACKNOWLEDGE YOUR RECEIPT OF THIS DISCLOSURE STATEMENT PRIOR TO YOUR EXECUTION OF THE DURABLE POWER OF ATTORNEY FOR HEALTH CARE AND TO AFFIRM THAT YOU HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED THEREIN.

DATED: October 10, 1996

ELMER H. BRUNSTING

V&F 001576

DURABLE POWER OF ATTORNEY FOR HEALTH CARE

OF

ELMER H. BRUNSTING

DESIGNATION OF HEALTH CARE AGENT

I, **ELMER H. BRUNSTING**, appoint **NELVA E. BRUNSTING**, who resides at 13630 Pinerock, Houston, Texas 77079, and whose phone number is (713) 464-4391, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This durable power of attorney for health care takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

LIMITATIONS ON THE DECISION-MAKING AUTHORITY OF MY AGENT ARE AS FOLLOWS:

It is not my intent to limit the power and authority of my said agent or alternate agents in any way. I specifically provide that my agent is authorized, without any liability whatsoever, to provide the necessary consent prerequisite to any medical treatment, surgical procedure, commitment, or institutionalization.

In addition, I desire to avoid the application of life-sustaining procedures which would serve only to artificially prolong the moment of my death in the event my attending physician or physicians have determined that my death is imminent, whether or not life-sustaining procedures are utilized. It is my desire and I direct that such procedures be withheld or withdrawn, and that I be permitted to die naturally. I realize that I may be unable, by reason of physical or mental incapacity, to sign the required "Directive to Physicians" prescribed by the Texas Natural Death Act, Chapter 672, Health and Safety Code, as amended, which authorizes an attending physician to cease or forego the use of life-sustaining procedures once it is determined that my death is imminent. For that reason, I direct my agent to sign my name to the required Directive to Physicians and, when signed, it shall be binding upon me, my family, my estate, and all others interested in my estate and/or welfare. I release my attending physicians from any criminal or civil liability for carrying out the directive, and I hereby bind myself and my estate to indemnify and hold harmless any physician who may act according to the directive given by me or my said agent.

DESIGNATION OF ALTERNATE AGENT

I am aware that I am not required to designate an alternate agent, but I wish to do so. My alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as my agent. I understand that if the agent designated is my spouse, the designation is automatically revoked by law if our marriage is dissolved.

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who shall serve in the following order:

A. First Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

B. Second Alternate Agent

CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (713) 514-7491

The original of this document is kept with my other living trust documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 11757 Katy Freeway, Suite 840, Houston, Texas 77079, telephone (713) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior durable power of attorney for health care.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a Disclosure Statement explaining the effect of this document. I have read and understand the information contained in the Disclosure Statement. I have executed a copy of such Disclosure Statement prior to executing this document.

I sign my name to this Durable Power of Attorney for Health Care at Houston, Texas on October 10, 1996.

_____

ELMER H. BRUNSTING

STATEMENT OF WITNESSES

I declare under penalty of perjury that the principal has identified himself or herself to me, that the principal signed or acknowledged this Durable Power of Attorney in my presence, that I believe the principal to be of sound mind, that the principal has affirmed that the principal is aware of the nature of the document and is signing it voluntarily and free from duress, that the principal requested that I serve as witness to the principal's execution of this document, that I am not the person appointed as agent by this document, and that I am not a provider of health or residential care, an employee of a provider of health or residential care, the operator of a community care facility, or an employee of an operator of a health care facility.

I declare that I am not related to the principal by blood, marriage, or adoption and that to the best of my knowledge I am not entitled to any part of the estate of the principal on the death of the principal under a will or by operation of law.

_____ Date: October 10, 1996

Signature of Witness

_____ Date: October 10, 1996

Signature of Witness

V&F 001580

DIRECTIVE TO PHYSICIANS

(LIVING WILL)

Directive made on October 10, 1996.

I, ELMER H. BRUNSTING, being of sound mind, willfully and voluntarily make known my desire that my life shall not be artificially prolonged under the circumstances set forth in this directive.

1. If at any time I should have an incurable or irreversible condition caused by injury, disease, or illness certified to be a terminal condition by two (2) physicians, and if the application of life-sustaining procedures would serve only to artificially prolong the moment of my death, and if my attending physician determines that my death is imminent or will result within a relatively short time without the application of life-sustaining procedures, I direct that those procedures be withheld or withdrawn, and that I be permitted to die naturally.

2. In the absence of my ability to give directions regarding the use of those life-sustaining procedures, it is my intention that this directive be honored by my family and physicians as the final expression of my legal right to refuse medical or surgical treatment and accept the consequences from that refusal.

3. This directive is in effect until it is revoked.

4. I understand the full import of this directive and I am emotionally and mentally competent to make this directive.

5. I understand that I may revoke this directive at any time.

WITNESS MY HAND on October 10, 1996.

ELMER H. BRUNSTING

Houston, Texas 77079

Harris County, Texas

I am not related to the declarant by blood or marriage. I would not be entitled to any portion of the declarant's estate on the declarant's death. I am not the attending physician of the declarant or an employee of the physician providing treatment and care to the declarant or an employee of the attending physician. I am not a patient in the health care facility in which the declarant is a patient. I have no claim against any portion of the declarant's estate on the declarant's death. Furthermore, if I am an employee of a health facility in which the declarant is a patient, I am not involved in providing direct patient care to the declarant and am not directly involved in the financial affairs of the health facility.

_____

Witness's Signature

_____

_____

Witness's Signature

_____

LAST WILL
OF
NELVA E. BRUNSTING

I, NELVA E. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is ELMER H. BRUNSTING.

All references to "my spouse" in my Will are to ELMER H. BRUNSTING.

The names and birth dates of my children are:

Name	
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 my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint ELMER H. BRUNSTING as my Personal Representative. In the event ELMER H. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals or entities as my Personal Representative to serve in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

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 date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable distribution or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest (i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have

been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for ELMER H. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which ELMER H. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless ELMER H. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of ELMER H. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of ELMER H. BRUNSTING, and this provision is to be applied and construed to accomplish this objective. The Personal

Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate 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 transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative 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 Personal Representative'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 my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will 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 Personal Representative; a release from any loss, liability, claim or question concerning the exercise

of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will 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 proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by ELMER H. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on October 10, 1996.

NELVA E. BRUNSTING

The foregoing Will was, on the day and year written above, published and declared by NELVA E. BRUNSTING in our presence to be her Will. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, NELVA E. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

_____

WITNESS

_____

WITNESS

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared NELVA E. BRUNSTING, _____, and _____, known to me to be the Testatrix and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said NELVA E. BRUNSTING, Testatrix, declared to me and to the said witnesses in my presence that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testatrix that the said Testatrix had declared to them that the said instrument is her Last Will and Testament, and that she executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testatrix and at her request; that she was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

NELVA E. BRUNSTING

WITNESS

WITNESS

Subscribed and sworn to before me by the said NELVA E. BRUNSTING, the Testatrix, and by the said _____ and _____, witnesses, on October 10, 1996.

Notary Public, State of Texas

DURABLE SPECIAL POWER OF ATTORNEY

FOR

NELVA E. BRUNSTING

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTHCARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I revoke all previous powers of attorney given by me. This is a durable special power of attorney given in order to coordinate the management, protection and conservation of my property, with property previously transferred to my revocable living trust, especially in the event I am unable for any reason to manage, protect and conserve my own property or transfer such property to my revocable living trust, and to avoid a guardianship as to the management, protection and conservation of property. The authority and legal capacity of my Personal Representative (hereinafter referred to as my "Agent") will be that of a personal representative, trustee and attorney-in-fact.

My revocable living trust (hereinafter referred to as my "Living Trust") shall be referred to, for all purposes, as follows:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

Appointment of the Agent

I appoint ELMER H. BRUNSTING as my Agent. If ELMER H. BRUNSTING ceases to serve for any reason, I appoint the following individuals or entities as my Agent to serve in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

My Agents, in the order listed, are also my preference as guardian should a court appointed guardian of my person or estate be required.

My Agent will serve without the requirement of bond or other security, and will have the authority to do and perform those things delineated below, as fully, to all intents and purposes, as I might or could do if personally present:

1. I grant my Agent full power and authority to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me to my Living Trust.

2. In order for my Agent to transfer my property under this Durable Special Power of Attorney, the following powers are set forth to provide guidance as to some of the powers granted by me to my Agent:

   My Agent may convey real or personal property, whether tangible or intangible, or any interest therein.

   My Agent may receive and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loans, and all other financial institutions.

   My Agent may receive and endorse checks and drafts, withdraw funds, make elections, and otherwise deal with any and all retirement accounts or qualified plans as deemed necessary by my Agent.

   My Agent may execute or release mortgages, deeds of trust, or other security agreements as may be necessary to accomplish the purpose of this Durable Special Power of Attorney.

My Agent may apply for, endorse, and transfer certificates of title for any motor vehicle.

My Agent may endorse, convey, and otherwise transfer all business interests that I may now own or hereafter acquire.

My Agent may have access to any safe deposit box rented by me and remove the contents of such safe deposit box, and any institution in which a safe deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.

3. State law, and title companies who issue owners' and mortgagees' policies of title insurance, may impose a limitation upon the authority of an Agent to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this limited special power of attorney is given. Therefore, I give to my Agent the unlimited authority to transfer, assign, convey and deliver legal and equitable title to any real estate, or interest in real estate which I may own to my Living Trust.

This authority will include any property in which I may have a homestead interest. I waive any requirement which may be imposed by law or by a title agency that I personally join in the conveyance. To protect the title agency and any other person, agency or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns and my Agent to indemnify and hold harmless any person, agency, or entity from any claim or loss whatsoever in relying upon the authority provided by this document and the authority of my Agent.

4. I grant my Agent full power and authority to prepare, execute and file joint, separate, or any other tax returns of any nature (e.g., income tax, gift tax, estate tax or generation skipping transfer tax) and declarations of estimated income tax required by the Internal Revenue Code to be made by me and to settle with the Internal Revenue Service, its agents and representatives, any questions concerning my liability for and the collection, refund or payment of said taxes, and to possess all of the authorities and all of the powers set forth in Form 2848 of the Department of the Treasury, Internal Revenue Service, as amended or revised hereafter, including the power to receive refund checks due to me, from the date of this instrument until this instrument is revoked.

5. I grant my Agent full power and authority to make any elections (e.g., tax, payment amount, payment frequency, etc.) in respect of any retirement account (e.g., IRA, pension plan, 401k, etc.) that I have or of which I am the contributor. Furthermore, I grant my Agent full power and authority to transfer, assign, convey and deliver any interest I may have in such retirement accounts to my Living Trust.

6. Any person, entity or institution dealing with my Agent will be entitled to rely upon my Agent's sworn statement that this special power of attorney has not been revoked and the Agent is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution or agency from any loss or claim whatsoever when reliant upon such statement, and to this end, I bind myself, my estate, my heirs, successors and assigns. I vest in my Agent the authority to record this power of attorney at any reasonable time, and, to the extent I may lawfully provide, my Agent may do so at any time before the Agent is to act with respect to any third party who may be asked to rely upon this document.

7. I grant my Agent full power and authority to indemnify and hold harmless any third party who accepts and acts under this Durable Special Power of Attorney. No person who acts in reliance on the representations of my Agent or the authority granted under this Durable Special Power of Attorney shall incur any liability to me, my heirs, or assigns as a result of permitting my Agent to exercise any power granted under this Durable Special Power of Attorney.

8. This power of attorney is revocable and revocation will be effective if a written and acknowledged revocation is filed of record in the deed records of each county in which this power of attorney has been placed of record, if any. Further, revocation will be effective as to a third party relying on the power of attorney when the third party has actual notice of the revocation regardless of whether this power of attorney has been placed of record. Finally, written notification of the revocation of this power of attorney to any agent under this power of attorney will also effectively revoke this power.

Special Power of Attorney

This document is to be construed as a Special Power of Attorney vesting in my Agent only those powers and authority specifically enumerated, without my joinder or consent, for me and on my behalf as if I were personally present and acting. Any transaction completed on my behalf by my Agent will be binding upon me, my estate, my successors and assigns.

My Disability

My Agent will have the authority to continue acting in such capacity during any period or episode of my disability. This power of attorney is to be construed and considered as being a durable power of attorney and will not terminate upon my disability. As a trust, the authority of the Agent will continue following my death for the time reasonably needed to complete administration of the property which at the time of my death goes into custody or control of my Agent. This would include, for example, all property held in the name of my Agent as Trustee.

Authority as Trustee

I vest in my Agent all of the power and authority given to trustees by the trust laws of the State of Texas. If my Agent determines that it is in my best interest under the facts and circumstances then existing, I authorize my Agent to take possession of any and all of my property and estate, as Trustee, and to hold, conserve and administer such property for me and my general welfare. My Agent will be responsible only for the property of my estate over which the Agent shall assert direct control, and will not have liability for the loss of income from, or the depreciation of the value of, assets which the Agent does not possess or which are retained in the form my Agent received them.

My Agent is authorized, upon my death, to make direct payment for any expense related to my hospitalization, illness, treatment and care prior to my death, and any expense related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable period of time in which to conclude any administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs) and to make distributions of the trust property to my Living Trust.

Ratification and Indemnity

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. Further, I ratify and confirm all that my Agent will do or cause to be done by reason of the authority vested by this power of attorney and by law. No person, firm, agency or entity will be obligated to see to the application of any payment delivered to my Agent for or on my behalf. My Agent is authorized to proceed in my name and on my behalf against any person,

agency or entity who will fail or refuse to recognize the authority of my Agent or who will refuse to transact business with my Agent to my harm and detriment.

Life Insurance on the Life of My Agent

My Agent shall have no rights or powers with respect to any policy of insurance owned by me on the life of my Agent.

Construction of Power

My agent shall have all rights and powers conferred under Chapter XII, Section 499 of the Texas Probate Code, as amended, as it pertains to my Living Trust.

Conclusion

This power of attorney, and the trust it represents, is dated and effective as of October 10, 1996.

NELVA E. BRUNSTING, Principal
13630 Pinerock
Houston, Texas 77079

Social Security Number: 481-30-4685

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Durable Special Power of Attorney was acknowledged before me by NELVA E. BRUNSTING, Principal, on October 10, 1996.

Witness my hand and official seal.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

DISCLOSURE STATEMENT

INFORMATION CONCERNING THE DURABLE POWER OF ATTORNEY FOR HEALTH CARE

OF

NELVA E. BRUNSTING

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the capacity to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be eighteen (18) years of age or older or a person under eighteen (18) years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing, or by your execution of a subsequent durable power of attorney for health care. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO OR MORE QUALIFIED WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS WITNESSES:

(1) the person you have designated as your agent;
(2) your health or residential care provider or an employee of your health or residential care provider;
(3) your spouse;
(4) your lawful heirs or beneficiaries named in your will or a deed; or

(5) creditors or persons who have a claim against you.

V&F 001607

SIGN BELOW TO ACKNOWLEDGE YOUR RECEIPT OF THIS DISCLOSURE STATEMENT PRIOR TO YOUR EXECUTION OF THE DURABLE POWER OF ATTORNEY FOR HEALTH CARE AND TO AFFIRM THAT YOU HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED THEREIN.

DATED: October 10, 1996

NELVA E. BRUNSTING

DURABLE POWER OF ATTORNEY FOR HEALTH CARE

OF

NELVA E. BRUNSTING

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA E. BRUNSTING**, appoint **ELMER H. BRUNSTING**, who resides at 13630 Pinerock, Houston, Texas 77079, and whose phone number is (713) 464-4391, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This durable power of attorney for health care takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

LIMITATIONS ON THE DECISION-MAKING AUTHORITY OF MY AGENT ARE AS FOLLOWS:

It is not my intent to limit the power and authority of my said agent or alternate agents in any way. I specifically provide that my agent is authorized, without any liability whatsoever, to provide the necessary consent prerequisite to any medical treatment, surgical procedure, commitment, or institutionalization.

In addition, I desire to avoid the application of life-sustaining procedures which would serve only to artificially prolong the moment of my death in the event my attending physician or physicians have determined that my death is imminent, whether or not life-sustaining procedures are utilized. It is my desire and I direct that such procedures be withheld or withdrawn, and that I be permitted to die naturally. I realize that I may be unable, by reason of physical or mental incapacity, to sign the required "Directive to Physicians" prescribed by the Texas Natural Death Act, Chapter 672, Health and Safety Code, as amended, which authorizes an attending physician to cease or forego the use of life-sustaining procedures once it is determined that my death is imminent. For that reason, I direct my agent to sign my name to the required Directive to Physicians and, when signed, it shall be binding upon me, my family, my estate, and all others interested in my estate and/or welfare. I release my attending physicians from any criminal or civil liability for carrying out the directive, and I hereby bind myself and my estate to indemnify and hold harmless any physician who may act according to the directive given by me or my said agent.

DESIGNATION OF ALTERNATE AGENT

I am aware that I am not required to designate an alternate agent, but I wish to do so. My alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as my agent. I understand that if the agent designated is my spouse, the designation is automatically revoked by law if our marriage is dissolved.

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who shall serve in the following order:

A. First Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

B. Second Alternate Agent

CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (713) 514-7491

The original of this document is kept with my other living trust documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 11757 Katy Freeway, Suite 840, Houston, Texas 77079, telephone (713) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior durable power of attorney for health care.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a Disclosure Statement explaining the effect of this document. I have read and understand the information contained in the Disclosure Statement. I have executed a copy of such Disclosure Statement prior to executing this document.

I sign my name to this Durable Power of Attorney for Health Care at Houston, Texas on October 10, 1996.

_____

NELVA E. BRUNSTING

STATEMENT OF WITNESSES

I declare under penalty of perjury that the principal has identified himself or herself to me, that the principal signed or acknowledged this Durable Power of Attorney in my presence, that I believe the principal to be of sound mind, that the principal has affirmed that the principal is aware of the nature of the document and is signing it voluntarily and free from duress, that the principal requested that I serve as witness to the principal's execution of this document, that I am not the person appointed as agent by this document, and that I am not a provider of health or residential care, an employee of a provider of health or residential care, the operator of a community care facility, or an employee of an operator of a health care facility.

I declare that I am not related to the principal by blood, marriage, or adoption and that to the best of my knowledge I am not entitled to any part of the estate of the principal on the death of the principal under a will or by operation of law.

_____ Date: October 10, 1996

Signature of Witness

_____ Date: October 10, 1996

Signature of Witness

DIRECTIVE TO PHYSICIANS

(LIVING WILL)

Directive made on October 10, 1996.

I, NELVA E. BRUNSTING, being of sound mind, willfully and voluntarily make known my desire that my life shall not be artificially prolonged under the circumstances set forth in this directive.

1. If at any time I should have an incurable or irreversible condition caused by injury, disease, or illness certified to be a terminal condition by two (2) physicians, and if the application of life-sustaining procedures would serve only to artificially prolong the moment of my death, and if my attending physician determines that my death is imminent or will result within a relatively short time without the application of life-sustaining procedures, I direct that those procedures be withheld or withdrawn, and that I be permitted to die naturally.

2. In the absence of my ability to give directions regarding the use of those life-sustaining procedures, it is my intention that this directive be honored by my family and physicians as the final expression of my legal right to refuse medical or surgical treatment and accept the consequences from that refusal.

3. If I have been diagnosed as pregnant and that diagnosis is known to my physician, this directive has no effect during my pregnancy.

4. This directive is in effect until it is revoked.

5. I understand the full import of this directive and I am emotionally and mentally competent to make this directive.

6. I understand that I may revoke this directive at any time.

WITNESS MY HAND on October 10, 1996.

NELVA E. BRUNSTING

Houston, Texas 77079

Harris County, Texas

V&F 001614

I am not related to the declarant by blood or marriage. I would not be entitled to any portion of the declarant's estate on the declarant's death. I am not the attending physician of the declarant or an employee of the physician providing treatment and care to the declarant or an employee of the attending physician. I am not a patient in the health care facility in which the declarant is a patient. I have no claim against any portion of the declarant's estate on the declarant's death. Furthermore, if I am an employee of a health facility in which the declarant is a patient, I am not involved in providing direct patient care to the declarant and am not directly involved in the financial affairs of the health facility.

_____

Witness's Signature

_____

_____

Witness's Signature

_____

GENERAL WARRANTY DEED

Date: October 10, 1996

Grantors: ELMER H. BRUNSTING and NELVA E. BRUNSTING

Grantors' Mailing Address: 13630 Pinerock
Houston, Texas
77079
Harris County, Texas

Grantees: ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Grantees' Mailing Address: 13630 Pinerock
Houston, Texas
77079
Harris County, Texas

Consideration:

The sum of TEN ($10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate and sufficient consideration, cash, paid to the Grantors, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Grantors' undivided interests in and to that certain tract and parcel of real property, together with all improvements located and situated thereon, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, reservations, and other instruments of record.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantees the property, together with all

and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantors hereby reserve the rights afforded to the Grantors under the homestead exemption laws pursuant to Chapter 41 of the Texas Property Code and §11.13 of the Texas Tax Code. When the context requires, singular nouns and pronouns include the plural.

Grantees assume all ad valorem taxes due on the property for the current year.

WITNESS OUR HANDS on October 10, 1996.

ELMER H. BRUNSTING

NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on October 10, 1996 by ELMER H. BRUNSTING and NELVA E. BRUNSTING.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

Community
Property Agreement

This Community Property Agreement is entered into on October 10, 1996 by and between:

ELMER H. BRUNSTING

and

NELVA E. BRUNSTING

Factual Summary

Husband and Wife were married on May 24, 1946, and since that date have acquired title to property as joint tenants with right of survivorship.

Husband and Wife have created an estate plan using a revocable living trust and companion pour-over wills.

Husband and Wife wish to convert their joint tenancy property to a form of ownership that will give each of them control over their respective property interest on each of their deaths.

Husband and Wife are aware that they may by agreement convert their joint tenancy assets to either tenancy in common or community property, and that either of those two forms of ownership will allow them to control their respective interests in the property on each of their deaths.

Husband and Wife understand that the main benefit of choosing community property is that on the death of either spouse, the entire community property interest will receive a step-up in basis rather than a 50 percent step-up in basis under tenancy in common.

Agreement to Change Joint Tenancy Assets to Community Property

Husband and Wife hereby grant, convey, and transfer their respective interests in their joint tenancy property to themselves as community property.

Husband and Wife intend this agreement to be binding on themselves and on all others as to property held in joint tenancy with right of survivorship as of the date of this agreement regardless of the manner or form of the written title.
The parties have executed this agreement the day and year first written above.

ELMER H. BRUNSTING

NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Community Property Agreement was acknowledged on October 10, 1996, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Husband and Wife.

Witness my hand and official seal.

Notary Public, State of Texas

Certificate of Trust

The undersigned Founders hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Founders and initial Trustees. Either Founder while acting as Trustee may conduct business on behalf of the trust without the consent of any other Trustee. The full legal name of our trust for purposes of transferring assets into the trust, holding title of 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.

2. Should either original Trustee fail or cease to serve as Trustee by reason of death, disability or for any reason, the remaining original Trustee will continue to serve alone.

3. If both of the original Trustees fail or cease to serve as Trustee by reason of death, disability or for any reason, then the following individuals or entities will serve as Trustee in the following order:

   First, ANITA KAY RILEY
   Second, CARL HENRY BRUNSTING
   Third, AMY RUTH TSCHIRHART

4. The Trustee(s) under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee(s) are fully set forth in Article Twelve of the trust agreement.

5. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over trust property.

6. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on _____, 199__.

_____ _____ELMER H. BRUNSTING,
Founder and Trustee Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on _____, 199__, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Witness my hand and official seal.

Notary Public, State of Texas

Affidavit of Trust

1. The following trust is the subject of this Affidavit:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

2. The names and addresses of the currently acting Trustees of the trust are as follows:

   Names:

   ELMER H. BRUNSTING
   NELVA E. BRUNSTING

   Address:

   13630 Pinerock
   Houston, Texas 77079

3. The trust is currently in full force and effect.

4. Attached to this Affidavit and incorporated in it are selected provisions of the trust evidencing the following:

a.	**Article I**	-	Creation of the trust and initial Trustees
b.	**Article III**	-	Statement of revocability of the trust
c.	**Article IV**	-	Successor Trustees
d.	**Article VII**	-	Upon the Death of One of Us
e.	**Article XII**	-	Powers of the Trustees
f.	**Article XIV**	-	Signature pages

5. The trust provisions which are not attached to this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.

6. The signatories of this Affidavit are currently the acting Trustees of the trust and declare that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.

7. This Affidavit is dated October 10, 1996.

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Affidavit of Trust was acknowledged before me on October 10, 1996, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Trustees.

Witness my hand and official seal.

Notary Public, State of Texas

TRANSFER TO GRANTOR TRUST SUBJECT TO WITHDRAWAL CONTRIBUTION AGREEMENT
(Transfer of Personal Property to Trust)

TRUST IDENTITY: BRUNSTING FAMILY LIVING TRUST

PRIMARY INCOME BENEFICIARIES: ELMER H. BRUNSTING
NELVA E. BRUNSTING

IDENTITY OF CONTRIBUTORS: ELMER H. BRUNSTING
NELVA E. BRUNSTING

AGREEMENT:

ELMER H. BRUNSTING and NELVA E. BRUNSTING agree to contribute, or have contributed, the property identified below to the trust as well as all personal effects which they may acquire in the future. The Trustees accept the contribution, subject to the right of the Contributors to withdraw all or any part of the contribution and its appreciation in value. The Contributors shall give the Trustees written notice of at least seven (7) days in advance of the date the withdrawal is to be made, and at the conclusion of the notice period, the Trustees will deliver funds or trust property equal in value to the amount which the Contributors are authorized to withdraw. If the property contributed is commingled with other trust property, the trust property will share pro rata in the appreciation or depreciation of all trust property administered by the Trustees except other trust property which has maintained a separate identity and which has not been commingled. The Trustees will have the authority to partition commingled trust property in kind and to deliver a divided interest thereof in satisfaction of the trust's payment obligation or to deliver an undivided interest, of equivalent value, in trust property in satisfaction of the trust's payment obligation.

It is the intent and purpose of the contracting parties that the contribution made or to be made be structured so that the contribution will not constitute a gift of Contributors' property for federal gift tax purposes, and this agreement shall be construed and shall be subject to modification to obtain this result.

Notwithstanding the foregoing agreement, the right of withdrawal retained herein shall be, in all events, subject to the trust provisions prohibiting withdrawal from portions of the trust which become irrevocable pursuant to the terms and conditions of

the trust, and this agreement shall be construed and shall be subject to modification to obtain this result.

PROPERTY CONTRIBUTED OR TO BE CONTRIBUTED:

All personal effects, clothes, jewelry, chinaware, silver, photographs, works of art, books, sporting goods, artifacts relating to the hobbies of the Contributors, and all household furniture, fixtures, equipment, goods and miscellaneous household items, as well as all other tangible articles of personal or household use, including, but not limited to, all such personalty set forth and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Date: October 10, 1996

ELMER H. BRUNSTING,
Contributor and Trustee

NELVA E. BRUNSTING,
Contributor and Trustee

SUMMARY
OF

THE BRUNSTING FAMILY LIVING TRUST

NAME OF TRUST:

THE BRUNSTING FAMILY LIVING TRUST

DATE ESTABLISHED:

October 10, 1996

INITIAL TRUSTEES:

ELMER H. BRUNSTING
NELVA E. BRUNSTING

SUCCESSOR TRUSTEES:

First, ANITA KAY RILEY
Second, CARL HENRY BRUNSTING
Third, AMY RUTH TSCHIRHART

TITLE TO ALL ASSETS IN THE TRUST ARE VESTED IN THE NAME OF:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended

THIS SUMMARY IS NOT PART OF THE TRUST

RECEIPT OF ORIGINAL DOCUMENTS

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, hereby acknowledge receipt of the following original estate planning documents from the Law Offices of Albert E. Vacek, Jr.

The BRUNSTING FAMILY LIVING TRUST
Pour-Over Will - Husband
Pour-Over Will - Wife
Durable Special Power of Attorney - Husband
Durable Special Power of Attorney - Wife
Durable Power of Attorney for Health Care - Husband
Durable Power of Attorney for Health Care - Wife
Directive to Physicians (Living Will) - Husband
Directive to Physicians (Living Will) - Wife
Disclosure Statement - Husband
Disclosure Statement - Wife
Community Property Agreement
Affidavit of Trust
"Funding Your Living Trust"
Transfer & Contribution Agreement
Deed(s)
Certificate of Trust
Other

DATE: October 10, 1996

_____

ELMER H. BRUNSTING

_____

NELVA E. BRUNSTING

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I D E N T I F I C A T I O N C A R D

NAME: ELMER H. BRUNSTING
SS #: 282-32-8905
ADDRESS: 13630 Pinerock
Houston, Texas 77079
PHONE: (713) 464-4391

IN CASE OF EMERGENCY CONTACT:

My spouse: NELVA E. BRUNSTING
Phone: (713) 464-4391

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My DURABLE POWER OF ATTORNEY FOR HEALTH CARE is on file with my lawyer:

ALBERT E. VACEK, JR.
Attorney at Law
11757 KATY FREEWAY, SUITE 840
HOUSTON, TEXAS 77079
(713) 531-5800 or 1-800-229-3002

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I D E N T I F I C A T I O N C A R D

NAME: NELVA E. BRUNSTING
SS #: 481-30-4685
ADDRESS: 13630 Pinerock
Houston, Texas 77079
PHONE: (713) 464-4391

IN CASE OF EMERGENCY CONTACT:

My spouse: ELMER H. BRUNSTING
Phone: (713) 464-4391

--- --- cut here ---

My DURABLE POWER OF ATTORNEY FOR HEALTH CARE is on file with my lawyer:

ALBERT E. VACEK, JR.
Attorney at Law
11757 KATY FREEWAY, SUITE 840
HOUSTON, TEXAS 77079
(713) 531-5800 or 1-800-229-3002

| |
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EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.

INFORMATION CONCERNING
THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18

years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **ELMER HENRY BRUNSTING**, also known as **ELMER H. BRUNSTING**, appoint **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, who resides at 13630 Pinerock, Houston, Texas 77079, and whose phone number is (713) 464-4391, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (281) 514-7491

B. Second Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 11511 Katy Freeway, Suite 520, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on June 5, 2001.

ELMER H. BI

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

_____

Signature of First Witness

_____

Address of First Witness

_____

Signature of Second Witness

_____

Address of Second Witness

DIRECTIVE TO PHYSICIANS
AND
FAMILY OR SURROGATES

Instructions for completing this document:

This is an important legal document known as an Advance Directive. It is designed to help you communicate your wishes about medical treatment at some time in the future when you are unable to make your wishes known because of illness or injury. These wishes are usually based on personal values. In particular, you may want to consider what burdens or hardships of treatment you would be willing to accept for a particular amount of benefit obtained if you were seriously ill.

You are encouraged to discuss your values and wishes with your family or chosen spokesperson, as well as your physician. Your physician, other health care provider, or medical institution may provide you with various resources to assist you in completing your advance directive. Brief definitions are listed below and may aid you in your discussions and advance planning. Initial the treatment choices that best reflect your personal preferences. Provide a copy of your directive to your physician, usual hospital, and family or spokesperson. Consider a periodic review of this document. By periodic review, you can best assure that the directive reflects your preferences.

In addition to this advance directive, Texas law provides for two other types of directives that can be important during a serious illness. These are the Medical Power of Attorney and the Out-of-Hospital Do-Not-Resuscitate Order. You may wish to discuss these with your physician, family, hospital representative, or other advisers. You may also wish to complete a directive related to the donation of organs and tissues.

DIRECTIVE

I, **ELMER HENRY BRUNSTING**, also known as **ELMER H. BRUNSTING**, recognize that the best health care is based upon a partnership of trust and communication with my physician. My physician and I will make health care decisions together as long as I am of sound mind and able to make my wishes known. If there comes a time that I am unable to make medical

decisions about myself because of illness or injury, I direct that the following treatment preferences be honored:

If, in the judgment of my physician, I am suffering with a terminal condition from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care:

____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

____ I request that I be kept alive in this terminal condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

If, in the judgment of my physician, I am suffering with an irreversible condition so that I cannot care for myself or make decisions for myself and am expected to die without life-sustaining treatment provided in accordance with prevailing standards of care:

____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

____ I request that I be kept alive in this irreversible condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

Additional requests: (After discussion with your physician, you may wish to consider listing particular treatments in this space that you do or do not want in specific circumstances, such as artificial nutrition and fluids, intravenous antibiotics, etc. Be sure to state whether you do or do not want the particular treatment.)

_____

_____

After signing this directive, if my representative or I elect hospice care, I understand and agree that only those treatments needed to keep me comfortable would be provided and I would not be given available life-sustaining treatments.

If the persons named in my Medical Power of Attorney are not available, or if I have not designated a spokesperson, I understand that a spokesperson will be chosen for me following standards specified in the laws of Texas. If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of all available medical treatment provided within the prevailing standard of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort. I understand that under Texas law this directive has no effect if I have been diagnosed as pregnant. This directive will remain in effect until I revoke it. No other person may do so.

WITNESS MY HAND on June 5, 2001.

ELMER H. BI
Houston, Texa
Harris County,

Two competent adult witnesses must sign below, acknowledging the signature of the declarant. The witness designated as Witness 1 may not be a person designated to make a treatment decision for the patient and may not be related to the patient by blood or marriage. This witness may not be entitled to any part of the estate and may not have a claim against the estate of the patient. This witness may not be the attending physician or an employee of the attending physician. If this witness is an employee of a health care facility in which the patient is being cared for, this witness may not be involved in providing direct patient care to the patient. This witness may not be an officer, director, partner, or business office employee of a health care facility in which the patient is being cared for or of any parent organization of the health care facility.

V&F 001643

Signature of First Witness

Address

Signature of Second Witness

Address

DEFINITIONS:

"**Artificial nutrition and hydration**" means the provision of nutrients or fluids by a tube inserted in a vein, under the skin in the subcutaneous tissues, or in the stomach (gastrointestinal tract).

"**Irreversible condition**" means a condition, injury, or illness:

(1) that may be treated, but is never cured or eliminated;

(2) that leaves a person unable to care for or make decisions for the person's own self; and

(3) that, without life-sustaining treatment provided in accordance with the prevailing standard of medical care, is fatal.

Explanation: Many serious illnesses such as cancer, failure of major organs (kidney, heart, liver, or lung), and serious brain disease such as Alzheimer's dementia may be considered irreversible early on. There is no cure, but the patient may be kept alive for prolonged periods of time if the patient receives life-sustaining treatments. Late in the course of the same illness, the disease may be considered terminal when, even with treatment, the patient is expected to die. You may wish to consider which burdens of treatment you would be willing to accept in an effort to achieve a particular outcome. This is a very personal decision that you may wish to discuss with your physician, family, or other important persons in your life.

"**Life-sustaining treatment**" means treatment that, based on reasonable medical judgment, sustains the life of a patient and without which the patient will die. The term includes both life-sustaining medications and artificial life support such as mechanical breathing machines, kidney dialysis treatment, and artificial hydration and nutrition. The term does not include the administration of pain management medication, the performance of a medical procedure necessary to provide comfort care, or any other medical care provided to alleviate a patient's pain.

"**Terminal condition**" means an incurable condition caused by injury, disease, or illness that according to reasonable medical judgment will produce death within six months, even with available life-sustaining treatment provided in accordance with the prevailing standard of medical care.

Explanation: Many serious illnesses may be considered irreversible early in the course of the illness, but they may not be considered terminal until the disease is fairly advanced. In thinking about terminal illness and its treatment, you again may wish to consider the relative benefits and burdens of treatment and discuss your wishes with your physician, family, or other important persons in your life.

V&F 001646

INFORMATION CONCERNING
THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **ELMER HENRY BRUNSTING**, also known as **ELMER H. BRUNSTING**, who resides at 13630 Pinerock, Houston, Texas 77079, and whose phone number is (713) 464-4391, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (281) 514-7491

B. Second Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E. VACEK, JR., 11511 Katy Freeway, Suite 520, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on June 5, 2001.

_____

NELVA E. BR

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

_____

Signature of First Witness

_____

Address of First Witness

_____

Signature of Second Witness

_____

Address of Second Witness

DIRECTIVE TO PHYSICIANS
AND
FAMILY OR SURROGATES

Instructions for completing this document:

This is an important legal document known as an Advance Directive. It is designed to help you communicate your wishes about medical treatment at some time in the future when you are unable to make your wishes known because of illness or injury. These wishes are usually based on personal values. In particular, you may want to consider what burdens or hardships of treatment you would be willing to accept for a particular amount of benefit obtained if you were seriously ill.

You are encouraged to discuss your values and wishes with your family or chosen spokesperson, as well as your physician. Your physician, other health care provider, or medical institution may provide you with various resources to assist you in completing your advance directive. Brief definitions are listed below and may aid you in your discussions and advance planning. Initial the treatment choices that best reflect your personal preferences. Provide a copy of your directive to your physician, usual hospital, and family or spokesperson. Consider a periodic review of this document. By periodic review, you can best assure that the directive reflects your preferences.

In addition to this advance directive, Texas law provides for two other types of directives that can be important during a serious illness. These are the Medical Power of Attorney and the Out-of-Hospital Do-Not-Resuscitate Order. You may wish to discuss these with your physician, family, hospital representative, or other advisers. You may also wish to complete a directive related to the donation of organs and tissues.

DIRECTIVE

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, recognize that the best health care is based upon a partnership of trust and communication with my physician. My physician and I will make health care decisions together as long as I am of sound mind and able to make my wishes known. If there comes a time that I am unable to

make medical decisions about myself because of illness or injury, I direct that the following treatment preferences be honored:

If, in the judgment of my physician, I am suffering with a terminal condition from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care:

____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

____ I request that I be kept alive in this terminal condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

If, in the judgment of my physician, I am suffering with an irreversible condition so that I cannot care for myself or make decisions for myself and am expected to die without life-sustaining treatment provided in accordance with prevailing standards of care:

____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

____ I request that I be kept alive in this irreversible condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

Additional requests: (After discussion with your physician, you may wish to consider listing particular treatments in this space that you do or do not want in specific circumstances, such as artificial nutrition and fluids, intravenous antibiotics, etc. Be sure to state whether you do or do not want the particular treatment.)

_____

_____

After signing this directive, if my representative or I elect hospice care, I understand and agree that only those treatments needed to keep me comfortable would be provided and I would not be given available life-sustaining treatments.

If the persons named in my Medical Power of Attorney are not available, or if I have not designated a spokesperson, I understand that a spokesperson will be chosen for me following standards specified in the laws of Texas. If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of all available medical treatment provided within the prevailing standard of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort. I understand that under Texas law this directive has no effect if I have been diagnosed as pregnant. This directive will remain in effect until I revoke it. No other person may do so.

WITNESS MY HAND on June 5, 2001.

NELVA E. BR
Houston, Texa
Harris County,

Two competent adult witnesses must sign below, acknowledging the signature of the declarant. The witness designated as Witness 1 may not be a person designated to make a treatment decision for the patient and may not be related to the patient by blood or marriage. This witness may not be entitled to any part of the estate and may not have a claim against the estate of the patient. This witness may not be the attending physician or an employee of the attending physician. If this witness is an employee of a health care facility in which the patient is being cared for, this witness may not be involved in providing direct patient care to the patient. This witness may not be an officer, director, partner, or business office employee of a health care facility in which the patient is being cared for or of any parent organization of the health care facility.

V&F 001655

Signature of First Witness

Address

Signature of Second Witness

Address

V&F 001656

DEFINITIONS:

"**Artificial nutrition and hydration**" means the provision of nutrients or fluids by a tube inserted in a vein, under the skin in the subcutaneous tissues, or in the stomach (gastrointestinal tract).

"**Irreversible condition**" means a condition, injury, or illness:

(1) that may be treated, but is never cured or eliminated;

(2) that leaves a person unable to care for or make decisions for the person's own self; and

(3) that, without life-sustaining treatment provided in accordance with the prevailing standard of medical care, is fatal.

Explanation: Many serious illnesses such as cancer, failure of major organs (kidney, heart, liver, or lung), and serious brain disease such as Alzheimer's dementia may be considered irreversible early on. There is no cure, but the patient may be kept alive for prolonged periods of time if the patient receives life-sustaining treatments. Late in the course of the same illness, the disease may be considered terminal when, even with treatment, the patient is expected to die. You may wish to consider which burdens of treatment you would be willing to accept in an effort to achieve a particular outcome. This is a very personal decision that you may wish to discuss with your physician, family, or other important persons in your life.

"**Life-sustaining treatment**" means treatment that, based on reasonable medical judgment, sustains the life of a patient and without which the patient will die. The term includes both life-sustaining medications and artificial life support such as mechanical breathing machines, kidney dialysis treatment, and artificial hydration and nutrition. The term does not include the administration of pain management medication, the performance of a medical procedure necessary to provide comfort care, or any other medical care provided to alleviate a patient's pain.

"**Terminal condition**" means an incurable condition caused by injury, disease, or illness that according to reasonable medical judgment will produce death within six months, even with available life-sustaining treatment provided in accordance with the prevailing standard of medical care.

Explanation: Many serious illnesses may be considered irreversible early in the course of the illness, but they may not be considered terminal until the disease is fairly advanced. In thinking about terminal illness and its treatment, you again may wish to consider the relative benefits and burdens of treatment and discuss your wishes with your physician, family, or other important persons in your life.

V&F 001658

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I D E N T I F I C A T I O N C A R D

NAME: ELMER H. BRUNSTING
SS #: 282-32-8905
ADDRESS: 13630 Pinerock
Houston, Texas 77079
PHONE: (713) 464-4391

IN CASE OF EMERGENCY CONTACT:

My spouse: NELVA E. BRUNSTING
Phone: (713) 464-4391

--- --- cut here ---

My DURABLE POWER OF ATTORNEY FOR HEALTH CARE is on file with my lawyer:

ALBERT E. VACEK, JR.
Attorney at Law
11511 KATY FREEWAY, SUITE 520
HOUSTON, TEXAS 77079
(281) 531-5800 or 1-800-229-3002

| |
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V&F 001659

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---- --- cut here ---

I D E N T I F I C A T I O N C A R D

NAME: NELVA E. BRUNSTING
SS #: 481-30-4685
ADDRESS: 13630 Pinerock
Houston, Texas 77079
PHONE: (713) 464-4391

IN CASE OF EMERGENCY CONTACT:

My spouse: ELMER H. BRUNSTING
Phone: (713) 464-4391

--- --- cut here ---

My DURABLE POWER OF ATTORNEY FOR HEALTH CARE is on file with my lawyer:

ALBERT E. VACEK, JR.
Attorney at Law
11511 KATY FREEWAY, SUITE 520
HOUSTON, TEXAS 77079
(281) 531-5800 or 1-800-229-3002

| |
---- --- cut here ---

THE

BRUNSTING FAMILY

IRREVOCABLE TRUST

Prepared By

Albert E. Vacek, Jr.

Law Offices of Albert E. Vacek, Jr., P.C.

11757 Katy Freeway Suite 840
Houston, Texas 77079

Telephone: (281) 531-5800

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V&F 001665

THE BRUNSTING FAMILY IRREVOCABLE TRUST

Article I

The Creation of Our Irrevocable Trust

Section A. Our Declaration of Trust

This trust declaration is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas. This is our irrevocable trust. The initial Trustee of this irrevocable trust shall be ANITA KAY RILEY.

Section B. The Title of Our Trust

Although the name we have given to our irrevocable trust for our own convenience is the BRUNSTING FAMILY IRREVOCABLE TRUST, the full legal name of our irrevocable 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:

> ANITA KAY RILEY, Trustee, or the successor Trustees, under the BRUNSTING FAMILY IRREVOCABLE TRUST dated February 12, 1997, as amended.

Section C. An Irrevocable Trust

This trust is irrevocable. Neither Founder shall have any power to control and direct payments, remove trust property, or alter, amend, revoke or terminate this trust, either in whole or in part.

V&F 001666

Section D. Forfeiture of Founders' Rights in this Trust

Subsequent to the execution of this irrevocable trust agreement, neither Founder shall have any right, title nor interest in the income or principal of this irrevocable trust. In addition, neither Founder shall have any right, title, interest, power, incident of ownership nor any other benefit in any property or asset of this irrevocable trust. Neither Founder nor the respective estates of either Founder shall have any reversionary or similar interest in this irrevocable trust or the property or assets contained in it.

Section E. Our Beneficiaries and Family

This irrevocable trust is created for the use and the benefit of the children named herein. Such children shall be the beneficiaries of the lifetime separate trusts created under this trust agreement.

For reference, our children are:

Name	
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY RILEY	August 7, 1963

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to the Trustee $10.00 and such other certain property, as set forth in the schedule attached hereto and incorporated herein for all purposes, as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, including either of us, a 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. All property interests transferred, assigned, conveyed or delivered to the Trustee shall be subject to all of the terms and conditions set forth in this agreement. All such interests transferred, assigned, conveyed or delivered to the Trustee in trust shall be absolute and irrevocable.

Article III

Trust Administration During The Founders' Lives

Section A. Division of Shares

While either Founder is living, the Trustee shall divide all contributions to this trust into equal shares for each living beneficiary named herein. Such division shall occur at the time the contribution is made. Each share which is established for a beneficiary shall be held in a lifetime separate trust for the beneficiary as provided in this Article.

Section B. Income and Principal Distributions

The Trustee shall pay to, or apply for the benefit of, each beneficiary as much of the net income and principal of such beneficiary's lifetime separate trust as the Trustee, in its sole and absolute discretion, determines to be necessary or advisable for such beneficiary's health, education, maintenance and support. The Trustee shall accumulate and add to the principal of each respective lifetime separate trust all net income which is not distributed pursuant to this Section.

The decision to make distributions pursuant to this Section shall be in the Trustee's sole and absolute discretion. Therefore, any income or other resource which is available to a beneficiary outside of this trust and is known to the Trustee may be considered prior to making distributions pursuant to this Section.

In no event shall the Trustee make any payment or distribution which would in any way discharge any legal obligation of either Founder, or which would otherwise benefit either Founder monetarily.

During the Founders' lives, each beneficiary 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. The Trustee shall convert the property immediately after receiving written direction to that effect.

The Trustee may convert the property 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.

Section C. A Beneficiary's Right to Withdraw

Prior to the deaths of both Founders, each living beneficiary shall have the right to withdraw that beneficiary's share of any property which is given or deemed to be given to the trust during a calendar year by a direct or indirect transfer of property to the trust. Such right to withdraw shall exist during such calendar year. For purposes of determining the value of the withdrawal rights, the value of the gift contributed shall be used. Each beneficiary's right to withdraw shall be subject only to the limitations and qualifications as are provided in the provisions of this Article which follow.

In no event shall the total amount which a beneficiary may withdraw by reason of an addition or additions to his or her lifetime separate trust in any one calendar year exceed twice the gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code (currently $10,000 per donee) or any other corresponding provisions of any subsequent federal tax laws in effect in the calendar year of withdrawal.

Section D. Exercising the Right to Withdraw

A beneficiary may exercise his or her right to withdraw at any time within thirty (30) days from the date of the notice by the Trustee to the withdrawal right beneficiary of the transfer to the trust. Each beneficiary's withdrawal right shall be vested as of the date of the transfer to the trust which results in a withdrawal right. A beneficiary shall exercise his or her right to withdraw by delivering a written request to the Trustee within thirty (30) days from the date of the Trustee's notice of such withdrawal right.

A beneficiary's right to withdraw is non-cumulative. To the extent that the withdrawal right has not been exercised at the end of thirty (30) days after the date of the notice, or to the extent that the withdrawal right has been waived in writing by the withdrawal right beneficiary at any time prior to the end of the thirty (30) day period, such withdrawal right shall lapse.

A beneficiary's vested withdrawal right shall not terminate by reason of such beneficiary's death. Upon the death of a withdrawal right beneficiary, the personal representative of the beneficiary's estate shall have the right to exercise the beneficiary's vested withdrawal right on behalf of the beneficiary's estate.

Section E. Trustee's Notice

Within fifteen (15) days following the transfer of property to this trust, the Trustee shall provide written notice to each beneficiary who is then entitled to a right to withdraw that property has been transferred to the trust. Such notice shall inform the beneficiary of such beneficiary's right to withdraw and shall be delivered by hand or by mail to the last known address of the beneficiary.

If an indirect transfer is made to the trust, the Trustee shall provide written notice to each beneficiary then entitled to a right to withdraw that property has been transferred to the trust. Such notice shall be provided within fifteen days of the Trustee's actual notice of such indirect transfer. The notice shall inform the beneficiary of the right of the beneficiary to withdraw and shall be delivered by hand or by mail to the last known address of the beneficiary.

Neither Founder shall be permitted to add beneficiaries or expand the class of individuals to be beneficiaries subsequent to the date that this trust is executed. In any event, if additional individuals subsequently become qualified to be beneficiaries of the trust as a result of being born or adopted after this trust is signed, the Trustee shall give written notice to or on behalf of that beneficiary within a reasonable time after being informed of the additional beneficiary.

Section F. Minor or Disabled Beneficiaries

If a beneficiary entitled to make a withdrawal is a minor or is under any other form of legal disability during all or part of any withdrawal period, the beneficiary's legal or natural guardian, conservator or personal representative shall be informed of, and may exercise, the withdrawal right on behalf of the beneficiary.

Section G. Additional Duties of the Trustee

In order to satisfy any outstanding withdrawal rights, the Trustee shall retain sufficient liquid trust property or other trust property which is transferable. The Trustee may distribute trust property in cash or in kind, including insurance policies held in the trust or interests in such policies, to a beneficiary making a withdrawal. In addition, the Trustee is authorized to borrow, upon such terms as are reasonable and necessary, in order to provide for payment of amounts required by any exercise of withdrawal rights by a beneficiary.

Section H. Indirect Transfers

If any payment is made directly to an insurance company by any party other than the Trustee of all or any part of a premium on a life insurance policy owned by the trust on the joint lives of the Founders, or on the life of either Founder, the amount of such payment shall be deemed a transfer to the trust. To the extent that the payment is deemed to be a gift from one or both of the Founders to the beneficiaries for federal gift tax purposes, the date of the premium payment shall also be the date of the transfer. Any such indirect transfer shall create withdrawal rights in an amount equal to the value of the deemed gift.

Section I. Property Not Withdrawn

Any amount which is subject to a withdrawal right and which is not withdrawn by the beneficiary of the withdrawal right, either because of lapse or a signed waiver, shall be retained as a part of such beneficiary's lifetime separate trust and shall be subject to the terms of the lifetime separate trust under this Article.

Section J. Beneficiary's Death Prior to Founders' Deaths

If a beneficiary dies while either Founder is still living, such beneficiary's lifetime separate trust shall terminate upon the death of the beneficiary for whom it was held.

In addition, if a beneficiary dies prior to the death of both Founders, such beneficiary shall have the unlimited and unrestricted general power to appoint the cumulative value of the amounts subject to the beneficiary's withdrawal power during the term of the trust and not withdrawn during the beneficiary's lifetime or not distributed to the beneficiary by the Trustee as a discretionary distribution. Such appointment may be among persons, corporations, such beneficiary's estate or other entities in any proportion, and on such terms and conditions as such beneficiary may elect. The right to exercise this general power of appointment is the sole and exclusive right of such beneficiary. The Trustee shall distribute the appointed portion of such beneficiary's property over which the beneficiary had a withdrawal power according to such appointment if exercised and specifically referred to in a valid last will and testament or living trust agreement executed by the deceased beneficiary.

To the extent this general power of appointment is not exercised by a beneficiary, the Trustee shall retain the unappointed principal and accumulated income of the lifetime separate trust until the death of the last Founder to die. After both Founders have died, the Trustee shall administer and distribute the principal and accumulated income of the deceased beneficiary's

lifetime separate trust as provided in the subsequent provisions of this trust agreement relating to distribution after both Founders' deaths.

Section K. Administration of Lifetime Separate Trusts Subsequent to Both Founders' Deaths

When the surviving Founder dies, each separate lifetime trust held for a beneficiary who is living at the death of the surviving Founder shall be held, administered and distributed according to the following guidelines and in the following order:

The Trustee shall maintain the lifetime separate trust under this Article for a beneficiary who is living after both of us are deceased. The Trustee shall hold, administer and distribute the income and principal of this lifetime separate trust in the same manner as the income and principal is held, administered and distributed under the separate trust created for that beneficiary in Article VI of this trust agreement.

Notwithstanding anything in Article VI to the contrary, a beneficiary's lifetime separate trust created under this Article and being administered according to the provisions of the separate trust for the beneficiary as provided in Article VI shall be subject to a general power of appointment.

The beneficiary shall have the unlimited and unrestricted testamentary general power to appoint all of the value of the lifetime separate trust among persons, corporations, such beneficiary's estate or other entities in any proportion and on such terms and conditions as such beneficiary may elect. The right to exercise this testamentary general power of appointment is the sole and exclusive right of the beneficiary. The Trustee shall distribute the appointed portion of the value of the lifetime separate trust according to such appointment if exercised and specifically referred to in a valid last will and testament or living trust agreement executed by the beneficiary.

This testamentary general power of appointment specifically grants to the beneficiary the right to appoint property to the beneficiary's own estate.

To the extent this testamentary general power of appointment is not exercised by a beneficiary, the Trustee shall distribute the trust principal and accrued income under the lapse provisions for the separate trust created for the beneficiary under Article VI.

A lifetime separate trust shall not include the proceeds of any death benefit payable to the trust with respect to any life insurance policy on the lives of either or both Founders. The principal of the lifetime separate trust shall be computed to include only the value of a life

insurance policy on the lives of either or both Founders immediately prior to the death that creates the death benefit. The death benefit shall be administered and disposed of under the subsequent provisions of this trust agreement which relate to distributions after the deaths of both Founders.

Although the death benefit under any policy of life insurance on the lives of either or both Founders will not be included in the value of a lifetime separate trust, the Trustee may use the death benefit to fund, in whole or in part, the value of any lifetime separate trust created under this Article.

Article IV

Life Insurance

Section A. Purchase of Life Insurance

The Trustee may purchase and hold as trust property a policy or policies of insurance on either Founders' life or lives, the Founders' joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest. The Trustee may also receive any such policies made as a gift to the trust, and thereafter may hold and deal with the policies as the owner.

In addition to all other powers that a policy owner may possess, the Trustee shall have, in its sole and absolute discretion, the following powers:

1. To execute or cancel any automatic premium loan agreement with respect to any policy.

2. To elect or cancel any automatic premium loan provision in a life insurance policy.

3. To borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source.

4. To assign any such policy as security for such loan.

5. To exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy.

6. To reduce the amount of a policy or convert or exchange the policy.

7. To surrender a policy at any time for its cash value.

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8. To elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

9. To sell policies at their fair market value to the insured or to anyone having an insurable interest in the policy.

10. To exercise any other right, option or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon the termination of this trust, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.
The Trustee shall make every effort to transfer any policy insuring a beneficiary's life to that beneficiary as part of that beneficiary's distributive share.

Section B. Upon the Death of an Insured

Upon the death of an insured, the Trustee shall make all appropriate after-death elections with respect to insurance policies on the life of the insured then held by the trust including, but not limited to, the following:

The Trustee shall make every effort to collect all sums made payable to this trust or the Trustee upon the death of an insured. In collecting such sums, the Trustee may, in its sole and absolute discretion, exercise settlement options available under the terms of a policy held by this trust. However, the Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

In order to enforce the payment of any death proceeds, the Trustee may institute any legal, equitable, administrative or other proceeding. However, the Trustee need not take any action to enforce any payment until the Trustee, in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected. The 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 the Trustee, pursuant to this Section, shall be binding and conclusive on all beneficiaries.

Any person or entity which pays any type of death proceeds to the Trustee, as beneficiary, shall not be required to inquire into any of the provisions of this trust agreement, nor will they be required to see to the application of any such proceeds by the Trustee. The Trustee's

receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

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Article V

Trust Administration on a Founder's Death

Section A. Purchase of Assets and Loans

Notwithstanding anything in this agreement to the contrary, the Trustee shall not have the power to use any trust property for the benefit of either Founders' estates as defined in Section 20.2042-1(b) of Title 26 of the Code of Federal Regulations, as amended, unless such property is included in a deceased Founder's gross estate for federal estate tax purposes.

Otherwise, the 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 probate or trust estate of a deceased Founder. In addition, the Trustee may make loans, with or without security, to such probate or trust estate. The Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this Section.

Section B. Distributions of Amounts Included in a Founder's Estate

If any asset of this trust is includable in a deceased Founder's gross estate for federal estate tax purposes, the Trustee shall distribute an amount equal to the value of such asset to the living trust of the deceased Founder. Any amount so distributed shall be added to the property of the living trust and disposed of in accordance with its terms. However, if either Founder dies and a respective living trust is not in existence, the Trustee shall distribute the amount called for under this Section to the surviving Founder. If there is no surviving Founder, then the distribution shall be made to the Founders' descendants, per stirpes.

The value of any asset of our trust distributed under this Section shall be its value as finally determined for federal estate tax purposes.

Section C. Administration of the Balance of the Trust Property

If one Founder survives the other, the balance of the trust property shall continue to be held by the Trustee and administered in accordance with the prior provisions of this trust agreement. Upon the death of the surviving Founder, or if neither Founder survives the other, the balance of the trust property not disposed of under the prior provisions of this trust agreement shall be administered as provided in the Articles that follow.

Article VI

Upon the Death of the Surviving Founder

Section A. Our Beneficiaries

All trust property not previously distributed under the terms of this 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 set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living

descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living

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descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall

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distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated.

Our Trustee shall administer and distribute each such share according to the provisions of Article VII, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article VII, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given the Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, the Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by the Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, the 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 the Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

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Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then the Trustee shall retain such distribution in trust at such beneficiary's written request. The 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, the 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 the Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Section H. A Beneficiary's General Power to Appoint Trust Property

If a beneficiary under this Article should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment is the sole and exclusive right of the beneficiary and must be exercised by the beneficiary by either (i) a last will and testament; (ii) a living trust agreement; or (iii) a written exercise of power of appointment, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, the Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, the Trustee shall distribute the remaining trust property to our then living descendants, per stirpes. If we have no then living descendants, the Trustee shall distribute the remaining trust property as provided in Section G of this Article.

Article VII

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

To the fullest extent permitted by law, no beneficiary will have the power to anticipate, encumber or transfer any interest in the trust while such interests remain trust property, unless specifically authorized by the terms of this agreement. 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

During the Founders' lives, each beneficiary 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. The Trustee shall convert the property immediately after receiving written direction to that effect.

The Trustee may convert the property 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.

Section C. No Contest of This Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of

reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.
These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

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 X, the 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

The Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support.

In making any distributions of income and principal under this Section, the 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:

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(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

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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.

4. A Beneficiary's General Power to Appoint Trust Property

If a beneficiary under this Section should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment must be exercised by the beneficiary by either a last will and testament or a living trust agreement, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, the Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, the Trustee shall distribute the remaining trust property to our then living descendants, per stirpes. If we have no then living descendants, the Trustee shall distribute the remaining trust property as provided in Article VI, Section G of this agreement.

Article VIII

The Trustee

Section A. Original Trustee

Founders appoint ANITA KAY RILEY as the original Trustee of this trust.

Section B. Successor Trustees

If the original Trustee fails or ceases to serve by reason of death, disability, resignation or for any other reason, then the following individuals or entities will serve as Trustee in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

The original Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death, disability or any other reason. Successor Trustees will have the authority vested in the original Trustee under this trust document.

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 the Trustee

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of the Trustee

Any Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All resignations must be in writing and delivered to the successor Trustee and all beneficiaries then eligible to receive mandatory or discretionary distributions of income from any trust created under this agreement.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive mandatory or discretionary distributions of income from the trust, or distributions of income from any separate trust created by this document, may remove any Trustee then serving, without cause, the notice of removal to be delivered in writing to the said Trustee.

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.

If such beneficiaries 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 an affidavit of a Trustee or Trustees in substantially the following form:

> On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY IRREVOCABLE 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 IRREVOCABLE TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.
>
> Signature Line
>
> Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 19_____.
>
> Notary Public - State of Texas

Section F. Documentary Succession of the Trustee

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. The Trustee's Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the

records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

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Any proceedings to seek judicial instructions or a judicial determination shall be initiated by the Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

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Article IX

Our Trustee's 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, except as that authority has been limited by other provisions contained in this trust declaration.

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, except as otherwise provided in this trust declaration.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may create indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of the 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 the Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the

administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

However, all increases in the value of any life insurance policies held by this trust prior to the death of the insured shall be principal and not income.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for the inspection or audit of the beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary to the trust who is or could be entitled to receive a present income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms

of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee or a substitute Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more

beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

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Article X

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.

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Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "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.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

It must clearly evidence the interest of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the irrevocable 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 Trustee, if serving in such capacity, as well as the successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XI

Miscellaneous Matters

Section A. 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 B. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section C. 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 the Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section D. 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 E. 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 the 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 F. 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 G. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section H. 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 I. Delivery

For purposes of this agreement "delivery" shall mean:
Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section J. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section K. 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 L. 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 M. Generation Skipping Transfers

The 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.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this irrevocable trust agreement and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. We approve this irrevocable trust agreement in all particulars and request the Trustee to execute it. This instrument is to be effective upon the date recorded immediately below.

Dated: February 12, 1997

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ANITA KAY RILEY, Trustee

V&F 001724

THE STATE OF TEXAS
COUNTY OF HARRIS

On February 12, 1997, 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.

WITNESS MY HAND and official seal.

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF

On _____, before me, a Notary Public of said State, personally appeared ANITA KAY RILEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same as Trustee, or in the capacity indicated above, if any, on behalf of such Trustee.

WITNESS MY HAND and official seal.

Notary Public, State of Texas

Notary's Printed Name

My Commission Expires:

V&F 001726

Schedule A

Initial Contribution

Ten Dollars ($10.00), the receipt of which is acknowledged

NOTIFICATION OF DEMAND RIGHT

This notice is to inform you that on _____ a gift was made to the BRUNSTING FAMILY IRREVOCABLE TRUST, dated February 12, 1997, under which you are a beneficiary. As a beneficiary, you have the right to withdraw your share of this gift within thirty (30) days after the date of this Notification of Demand Right. In no event can the total amount withdrawable by you in this calendar year exceed the annual limit on withdrawals as provided in the trust.

Your withdrawal right is noncumulative and, to the extent you do not exercise it, will lapse thirty (30) days after the date of this Notification of Demand Right.

If you need any additional information to assist you in making a decision regarding the exercise of your withdrawal rights, or if you wish to exercise your withdrawal rights, you must contact the Trustee in writing.

Dated:

ANITA KAY RILEY, Trustee

WAIVER OF WITHDRAWAL

I acknowledge receipt of this Notification of Demand Right. I waive my right to demand my share of this gift from the trust. I do not waive my right to subsequent gifts made to the trust.

Dated:

CANDACE LOUISE CURTIS

NOTIFICATION OF DEMAND RIGHT

This notice is to inform you that on _____ a gift was made to the BRUNSTING FAMILY IRREVOCABLE TRUST, dated February 12, 1997, under which you are a beneficiary. As a beneficiary, you have the right to withdraw your share of this gift within thirty (30) days after the date of this Notification of Demand Right. In no event can the total amount withdrawable by you in this calendar year exceed the annual limit on withdrawals as provided in the trust.

Your withdrawal right is noncumulative and, to the extent you do not exercise it, will lapse thirty (30) days after the date of this Notification of Demand Right.

If you need any additional information to assist you in making a decision regarding the exercise of your withdrawal rights, or if you wish to exercise your withdrawal rights, you must contact the Trustee in writing.

Dated:

ANITA KAY RILEY, Trustee

WAIVER OF WITHDRAWAL

I acknowledge receipt of this Notification of Demand Right. I waive my right to demand my share of this gift from the trust. I do not waive my right to subsequent gifts made to the trust.

Dated:

CAROL ANN BRUNSTING

NOTIFICATION OF DEMAND RIGHT

This notice is to inform you that on _____ a gift was made to the BRUNSTING FAMILY IRREVOCABLE TRUST, dated February 12, 1997, under which you are a beneficiary. As a beneficiary, you have the right to withdraw your share of this gift within thirty (30) days after the date of this Notification of Demand Right. In no event can the total amount withdrawable by you in this calendar year exceed the annual limit on withdrawals as provided in the trust.

Your withdrawal right is noncumulative and, to the extent you do not exercise it, will lapse thirty (30) days after the date of this Notification of Demand Right.

If you need any additional information to assist you in making a decision regarding the exercise of your withdrawal rights, or if you wish to exercise your withdrawal rights, you must contact the Trustee in writing.

Dated:

ANITA KAY RILEY, Trustee

WAIVER OF WITHDRAWAL

I acknowledge receipt of this Notification of Demand Right. I waive my right to demand my share of this gift from the trust. I do not waive my right to subsequent gifts made to the trust.

Dated:

CARL HENRY BRUNSTING

NOTIFICATION OF DEMAND RIGHT

This notice is to inform you that on _____ a gift was made to the BRUNSTING FAMILY IRREVOCABLE TRUST, dated February 12, 1997, under which you are a beneficiary. As a beneficiary, you have the right to withdraw your share of this gift within thirty (30) days after the date of this Notification of Demand Right. In no event can the total amount withdrawable by you in this calendar year exceed the annual limit on withdrawals as provided in the trust.

Your withdrawal right is noncumulative and, to the extent you do not exercise it, will lapse thirty (30) days after the date of this Notification of Demand Right.

If you need any additional information to assist you in making a decision regarding the exercise of your withdrawal rights, or if you wish to exercise your withdrawal rights, you must contact the Trustee in writing.

Dated:

ANITA KAY RILEY, Trustee

WAIVER OF WITHDRAWAL

I acknowledge receipt of this Notification of Demand Right. I waive my right to demand my share of this gift from the trust. I do not waive my right to subsequent gifts made to the trust.

Dated:

AMY RUTH TSCHIRHART

NOTIFICATION OF DEMAND RIGHT

This notice is to inform you that on _____ a gift was made to the BRUNSTING FAMILY IRREVOCABLE TRUST, dated February 12, 1997, under which you are a beneficiary. As a beneficiary, you have the right to withdraw your share of this gift within thirty (30) days after the date of this Notification of Demand Right. In no event can the total amount withdrawable by you in this calendar year exceed the annual limit on withdrawals as provided in the trust.

Your withdrawal right is noncumulative and, to the extent you do not exercise it, will lapse thirty (30) days after the date of this Notification of Demand Right.

If you need any additional information to assist you in making a decision regarding the exercise of your withdrawal rights, or if you wish to exercise your withdrawal rights, you must contact the Trustee in writing.

Dated:

ANITA KAY RILEY, Trustee

WAIVER OF WITHDRAWAL

I acknowledge receipt of this Notification of Demand Right. I waive my right to demand my share of this gift from the trust. I do not waive my right to subsequent gifts made to the trust.

Dated:

ANITA KAY RILEY

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
GRANT V. DUNWOODY
RONALD C. RICHKER

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address:
consult@vacek.com

April 30, 1999

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

For preparation and drafting of the First Amendment to the Brunsting Family Living Trust.

Total Due: $150.00

Thank You!

LAW OFFICES
OF
ALBERT E. VACEK, JR.
Professional Corporation

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
SHANNON E. SWEENEY

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

1-800

October 4, 1996

Mr. Dennis Duffy
Attorney at Law
2550 Middle Road
Suite 101
Bettendorf, Iowa 52722

VIA FACSIMILE
(319) 355-9058

Re: Elmer H. and Nelva E. Brunsting - Deed

Dear Dennis:

In April of this year you prepared a deed for a client of ours, Joan Friedrichs. We are in need of your services again. Following is the parts of an Abstract of Title pertaining to the Brunsting's property in Sioux County, Iowa. The Brunsting's are elderly and are sure that this is the only paperwork they have on the property. I hope that it is sufficient. Their trust is styled as follow:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Their current address is 13630 Pinerock, Houston, Harris County, Texas 77079. The deed will be executed in Harris County.

If you need any other information or have any questions, please call. If all is in order, please forward the deed and your invoice for services rendered.

Thanks again for your help.

Yours very tru

Beverly Ham

LAW OFFICES
OF
ALBERT E. VACEK, JR.
Professional Corporation

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
SHANNON E. SWEENEY

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

1-800

October 29, 1996

Mr. Dennis Duffy
Attorney at Law
2550 Middle Road
Suite 101
Bettendorf, Iowa 52722

Re: Elmer H. and Nelva E. Brunsting - Deed

Dear Dennis:

Enclosed is the Brunsting's deed which has been signed and notarized. Please have it recorded in Sioux County.

I did read the part of your letter of October 22nd advising Mr. and Mrs. Brunsting that no title search was done, etc. They understood and acknowledged the extent of your services.

I have placed your invoice in line for payment so you should receive that shortly.

Thanks again for your help - hopefully we will have more for you in the future!

Yours very tru

Beverly Ham

Encls.

THE

BRUNSTING FAMILY

LIVING TRUST

Prepared By

Albert E. Vacek, Jr.

Law Offices of Albert E. Vacek, Jr., P.C.

11757 Katy Freeway Suite 840
Houston, Texas 77079

Telephone: (713) 531-5800

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V&F 001740

THE BRUNSTING FAMILY LIVING TRUST

Article I

The Founding of Our Family Living Trust

Section A. Our Declaration of Trust

This trust declaration is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas. We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Our trust may also be known as:

> ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING

FAMILY LIVING TRUST dated October 10, 1996, as amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

Name	
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY RILEY	August 7, 1963

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

V&F 001746

Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals or entities will serve as Trustee in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

A successor Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death or disability. Successor Trustees will have the authority vested in the original Trustees under

this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

> On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.
>
> Signature Line
>
> Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 19_____.
>
> Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and

payable under such contracts, other than those obligations set forth in this Article.

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee, in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

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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.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

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Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder

and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of

under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

a. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

b. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

c. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan", our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

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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.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

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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.

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.

If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only. Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

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 set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute

the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per

stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if

ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provided otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close

friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad

managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other

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hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

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Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when

the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.
The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee
Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for

the inspection or audit by the beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is or could be entitled to receive a present income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

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No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.
If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

V&F 001805

Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "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.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

It must clearly evidence the interest of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.
The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to

set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: October 10, 1996

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

COUNTY OF HARRIS

On October 10, 1996, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Notary Public, State of Texas

V&F 001817

THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING NELVA E. BRUNSTING

First, ANITA KAY RILEY
Second, CARL HENRY BRUNSTING
Third, AMY RUTH TSCHIRHART

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

LAW OFFICES
OF
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Professional Corporation

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SHANNON E. SWEENEY
(713) 531-5800

*Board Certified Estate Planning and Probate Law
1-800-229-3002
Texas Board of Legal Specialization
Telefax (713) 531-5885

October 10, 1996

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

For services rendered in estate planning including:

1. Tax advice - analysis of the estate, gift, and income tax impact on present situation of clients and the development of recommendations concerning use of Living Trust and ancillary documents to implement appropriate tax-saving mechanisms.

2. Preparation and drafting of original Living Trust documents together with portfolio copies. Consultation with clients regarding management, conservation and maintenance of their properties.

3. a) Preparation and drafting of Pour-Over Wills and advice to clients with respect to the disposition of personal items;

   b) Preparation and drafting of Durable Special Powers of Attorney;

   c) Preparation and drafting of Durable Power of Attorney for Health Care, Living Will, Disclosure Statement and Identification Card for each trustmaker;

   d) Preparation and drafting of General Warranty Deed;

   e) Preparation and drafting of Affidavit of Trust.

4. Asset transfer instruction booklet, audio cassette explaining trust and trust diagram.

TOTAL DUE: $2,130.00

RETAINER RECEIVED: $1,065.00

BALANCE DUE:	$1,065.00

THANK YOU

LAW OFFICES
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ALBERT E. VACEK, JR.
Professional Corporation

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SUSAN S. VACEK
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Telefax (713) 531-5885

October 10, 1996

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

Dear Mr. and Mrs. Brunsting:

This is the Deed to your homestead. It is not to be recorded at this time. It is a duly executed deed and it transfers your homestead to your Living Trust.

In my estimation, your Living Trust should be allowed a homestead exemption since this is a grantor trust and you are the grantors. However, in light of confusion in the minds of various taxing entities concerning the granting of a homestead exemption to a trust, in my opinion the deed should not be recorded but should be held for later use in your lock box, or some other safe place, with the other executed original Living Trust documents.

Should you ever decide that you no longer wish to claim this property as your homestead, the deed may be recorded.

Yours very truly,

Albert E. Vacek, Jr.

AEV/cd

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Telefax (713) 531-5885

November 25, 2013

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

Dear Mr. and Mrs. Brunsting:

Thank you for allowing our firm to assist you with your Living Trust. We hope that all of your questions have been answered. If they have not, please do not hesitate to call our office.

As Mr. Vacek advised you in your last meeting with him, your appointment with me is scheduled for Thursday, October 10, 1996 at 2:00 p.m. and our meeting will last approximately one and one-half hours.

At this meeting, I will review your estate planning documents with you and answer any questions you may have regarding the "funding" of your living trust (i.e., transfer of all of your assets into your trust). It would be very helpful if you could read the workbook in the red cover entitled "Funding Your Living Trust" prior to meeting with me so that we can concentrate our funding discussions on your particular assets.

As well as being an attorney, I am a duly authorized Notary Public for the State of Texas and I will conduct the signing of the estate planning documents after we have finished our review of them. Therefore, it is absolutely essential that both of you attend this meeting.

I am looking forward to meeting with you.

Yours very truly,

Shannon E. Sweeney

Attorney at Law

SES/cd

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October 10, 1996

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

RE: The Brunsting Family Living Trust

Dear Mr. and Mrs. Brunsting:

Thank you for allowing us to assist you with your estate plan. We included in your Estate Planning Portfolio the following documents:

-Affidavit of Trust
-Title Transfer Documents
-Revocable Inter Vivos Trust (Living Trust)
- Pour-Over Wills for Husband and Wife
-Durable Power of Attorney for Husband and Wife (a "financial" power of attorney for property and assets)
- Durable Special Power of Attorney for Health Care for Husband and Wife
- Physician's Directive (Living Will) for Husband and Wife

This letter will follow up the meeting you had when all of your documents were executed. At that meeting, the title to some of your assets were actually transferred to the name of your Living Trust. However, some of the assets were to be transferred to the trust by you. For example, if you have funds in a bank account you wish to transfer into the trust, you must change the signature cards at the bank to the trust name. If you own any stocks or bonds, those securities must have the title changed to the trust. As you know, your Living Trust will only protect those assets that have had the title formally changed to the trust name.

Remember, it is very important that you complete the transfer of your assets to your Living Trust. This task is crucial in order to avoid probate and take full advantage of the benefits of your estate plan. Property you acquire in the future should also be titled in your trust's name as we have instructed you.

In addition, the trust should be named as beneficiary on your life insurance policies. Consult with your life insurance agent to make these changes.

If you have not completed the transfer of title to all your assets, this letter will serve as a reminder of the importance of that task. Of course, if you have any questions, or require assistance, please contact our office.

If your total taxable estate is greater than $1,200,000, it is important that you have additional estate planning beyond that provided by your Living Trust. We drafted your Living Trust to provide estate tax protection for amounts up to $1,200,000. For additional tax protection, please contact us to discuss several options that are available to you.

Your Living Trust has already been drafted to allow for many contingencies should they arise. It may be wise to consult with us again, however, if one of the following events should occur:

1. A change in the way you want your estate to be distributed.

2. A change in the person or persons you wish to serve as your Successor Trustees under the trust you have.

3. You get married or divorced or a spouse dies.

4. The death of a beneficiary or the death of a Successor Trustee.

5. A significant increase in your net worth, receipt of retirement benefits from your employment or sale of significant assets.

6. Moving to another state.

7. A drastic change in your health.

We hope that you have found your estate planning experience pleasant and are feeling some "relief" in knowing that your affairs are now in order. Because our main source of new business is through referrals by satisfied clients, we would appreciate it if you would take just a moment to complete and return the attached sheet in the self-addressed envelope which is enclosed for your convenience. Please list some of your friends, relatives or business associates and we will invite them to our next Living Trust seminar. We thank you and we are sure they will thank you for spreading the word.

Because you are important clients to us, we would appreciate your honest appraisal of our firm and its ability to deliver legal services. Please take a few moments to answer the enclosed Client Evaluation, give us your candid comments and return the questionnaire in the enclosed envelope. Your answers and comments are highly valued and

will be kept by us in confidence. With meaningful "feedback" by you, the clients, we will be able to pinpoint those areas that need improvement, and just as important, we will be able to commend members of our staff who live up to our expected standards of excellence.

Yours very truly,

Albert E. Vacek, Jr.

AEV/cd
Enclosures

CLIENT EVALUATION

Mr. and Mrs. Elmer H. Brunsting October 10, 1996

1) Were you treated by the attorney and staff in a courteous and professional manner?

___ Yes ___ No

2) Were the fees in your matter clearly explained to you when you first retained us?

___ Yes ___ No

3) Do you feel the fees are reasonable in light of the product and service delivered to you?

___ Yes ___ No

4) Were you satisfied with the quality of legal services given to you?

___ Yes ___ No

5) Would you refer others to our firm for legal services?

___ Yes ___ No

6) Please make any comments that you feel would assist us in better serving our clients.

Mr. and Mrs. Brunsting,
We'd Like to Invite Your Friends to a
FREE Living Trust Seminar...

If you think any of your friends, relatives or business associates could benefit from attending one of our FREE Living Trust Seminars, please list their names below and we'll make sure they get a personal invitation. (If you don't have all the information asked for, just include the information you have.)

1. Name: _____ Phone: (____)

   Address:

   City: _____State:____Zip:

2. Name: _____ Phone: (____)

   Address:

   City: _____State:____Zip:

3. Name: _____ Phone: (____)

   Address:

   City: _____State:____Zip:

4. Name: _____ Phone: (____)

   Address:

   City: _____State:____Zip:

5. Name: _____ Phone: (____)

   Address:

   City: _____State:____Zip:

THE VACEK LAW FIRM, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK

*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization
consult@vacek.com

11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800
1-800-229-3002
Telefax (281) 531-5885
E-mail Address:

June 5, 2001

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

For services rendered in estate planning:

1. Review of existing estate plan in light of tax law and other relevant substantive changes;

2. Conference with clients regarding existing estate plan and any need to change operative provisions (no charge);

3. Preparation and drafting of the following documents:

    a. Second Amendment to the Brunsting Family Living Trust;

    b. Amended Affidavit of Trust;

    c. Medical Power of Attorney for each Founder;

    d. Directive to Physicians for each Founder; and

    e. Identification Card for each Founder.

4. Recording Homestead Deed and applying for Homestead exemption.

5. Review and execution of the above-mentioned documents.

Total:	$150.00
Filing Fee:	$ 13.00
Total Due:	$163.00

Thank You!

BRUNSTING
October 10, 1996
ELMER HENRY BRUNSTING
ELMER H. BRUNSTING
NELVA ERLEEN BRUNSTING
NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079
(713) 464-4391
Harris
HARRIS
May 24, 1946
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

First, ANITA KAY RILEY
Second, CARL HENRY BRUNSTING
Third, AMY RUTH TSCHIRHART

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his
1/5
her
1/5
her

CARL H. BRUNSTING
5629 Flack Drive

Houston, Texas 77081
(713) 778-0137 or (713) 522-2778
CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (713) 514-7491
282-32-8905
481-30-4685
Houston
Brunsting
Elmer H. Brunsting
2:00 p.m.

Thursday

BRUNSTING
October 10, 1996
ELMER HENRY BRUNSTING
ELMER H. BRUNSTING
NELVA ERLEEN BRUNSTING
NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079
(713) 464-4391
Harris
HARRIS
May 24, 1946
CANDACE LOUISE CURTIS
March 12, 1953
CAROL ANN BRUNSTING
October 16, 1954
CARL HENRY BRUNSTING
July 31, 1957
AMY RUTH BRUNSTING
October 7, 1961
ANITA KAY BRUNSTING
August 7, 1963

ANITA KAY BRUNSTING
AMY RUTH BRUNSTING
THE FROST NATIONAL BANK

1/5
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1/5
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1/5
his
1/5
her
1/5
her

CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 560-6381 (cell)
ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732 (home) or (361) 550-7132 (cell)

B. Second Alternate Agent

AMY RUTH BRUNSTING
2582 Country Ledge
New Braunsfels, Texas 78132
(830) 625-8352 (home) or (830) 823-2388 (cell)
282-32-8905
481-30-4685
Houston
Brunsting
Elmer H. Brunsting
9:00 a.m.

Tuesday

ELMER HENRY BRUNSTING
NELVA ERLEEN BRUNSTING
ELMER H. BRUNSTING
Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079
NELVA E. BRUNSTING
Nelva E. Brunsting
13630 Pinerock
Houston, Texas 77079
(713) 464-4391

she
April 1, 2009
his
October 8, 1926
481-30-4685
her
282-32-8905

27-6453100

45-6602570
ELMER H. BRUNSTING
his
NELVA E. BRUNSTING
her
November 11, 2011
November 22, 2011
11/11/11
Bank of America
P.O. Box 25118
Tampa, FL 33622-5118
008519001143
Ckg
ST?
12,253.93
.68 (as of H dod on sprdsht-no info given)
Blue Bonnet Credit Union
1314 Texas Avenue, Suite 1800
Houston, Texas 77002
5805
?
LT or ST?
31.75
?(as of H dod on sprdsht-no info given)
Blue Bonnet Credit Union
1314 Texas Avenue, Suite 1800
Houston, Texas 77002
13332
?
LT or ST?
10.91
?(as of H dod on sprdsht-no info given)

Edward Jones
9525 Katy Freeway, Ste. 122
Houston, TX 77024
609-07698-1-8 (as of H dod on sprdsht-no info given); still valid?
ST or DT?
350,735.49

ILIT
?
?
?
?
5 kids?
250,000.00
250,000.00

MetLife
BNY Mellon
?
?
124921356678
ST
95
Common
3,135.95
ExxonMobil
Computershare
P.O. Box 43078
Providence, RI 02940-3078
C0009467777
ST
671.987460
Common
53,617.88
Chevron
BNY Mellon
P.O. Box 358010
Pittsburgh, PA 15252-8010
124921356678
ST
36.8438
Common
3,944.68
Chevron
BNY Mellon
?

?
125175509293
DT
612
Common
65,523.78

HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston
Harris County, Texas
ST
270,148.00

140 Acres, Iowa
Sioux County, Iowa
DT
700,000.00?

2000 Buick LeSabre, VIN #?
5,500.00
W? or ST?

5,000.00

Mrs.

sp

May 11, 2009
10/10/96

LAST WILL
OF
ELMER H. BRUNSTING

I, ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is NELVA E. BRUNSTING.

All references to "my spouse" in my Will are to NELVA E. BRUNSTING.

The names and birth dates of my children are:

Name	
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 my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint NELVA E. BRUNSTING as my Personal Representative. In the event NELVA E. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals as my Personal Representative to serve in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

Third, CANDACE LOUISE CURTIS

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in

context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

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 date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully

provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest (i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for NELVA E. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which NELVA E. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless NELVA E. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of NELVA E. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property

treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of NELVA E. BRUNSTING, and this provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate 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 transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative 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 Personal Representative'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 my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

V&F 001852

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will 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 Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial

owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will 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 proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by NELVA E. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.

ELMER H. BRUNSTING

The foregoing Will was, on the day and year written above, published and declared by ELMER H. BRUNSTING in our presence to be his Will. We, in his presence and at his request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, ELMER H. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

_____

WITNESS

_____

WITNESS

SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ELMER H. BRUNSTING, _____ and _____, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said ELMER H. BRUNSTING, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testator that the said Testator had declared to them that the said instrument is his Last Will and Testament, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

ELMER H. BRUNSTING

WITNESS

WITNESS

Subscribed and sworn to before me by the said ELMER H. BRUNSTING, the Testator, and by the said _____ and _____, witnesses, on January 12, 2005.

Notary Public, State of Texas

DURABLE SPECIAL POWER OF ATTORNEY

FOR

ELMER H. BRUNSTING

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTHCARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I revoke all previous powers of attorney given by me. This is a durable special power of attorney given in order to coordinate the management, protection and conservation of my property, with property previously transferred to my revocable living trust, especially in the event I am unable for any reason to manage, protect and conserve my own property or transfer such property to my revocable living trust, and to avoid a guardianship as to the management, protection and conservation of property. The authority and legal capacity of my Personal Representative (hereinafter referred to as "Agent") will be that of a personal representative, trustee and attorney-in-fact.

My revocable living trust (hereinafter referred to as my "Living Trust") shall be referred to, for all purposes, as follows:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

Appointment of the Agent

I appoint NELVA E. BRUNSTING as my Agent. If NELVA E. BRUNSTING ceases to serve for any reason, I appoint the following individuals as my Agent to serve in the following order:

> First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART
Third, CANDACE LOUISE CURTIS

My Agents, in the order listed, are also my preference as guardian should a court appointed guardian of my person or estate be required.

My Agent will serve without the requirement of bond or other security, and will have the authority to do and perform those things delineated below, as fully, to all intents and purposes, as I might or could do if personally present:

1. I grant my Agent full power and authority to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me to my Living Trust.

2. In order for my Agent to transfer my property under this Durable Special Power of Attorney, the following powers are set forth to provide guidance as to some of the powers granted by me to my Agent:

My Agent may convey real or personal property, whether tangible or intangible, or any interest therein.

My Agent may receive and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loans, and all other financial institutions.

My Agent may receive and endorse checks and drafts, withdraw funds, make elections and otherwise deal with any and all retirement accounts or qualified plans as deemed necessary by my Agent.

My Agent may execute or release mortgages, deeds of trust, or other security agreements as may be necessary to accomplish the purpose of this Durable Special Power of Attorney.

My Agent may apply for, endorse, and transfer certificates of title for any motor vehicle.

My Agent may endorse, convey, and otherwise transfer all business interests that I may now own or hereafter acquire.

My Agent may have access to any safe deposit box rented by me and remove the contents of such safe deposit box, and any institution in which a safe deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.

3. State law, and title companies that issue owners' and mortgagees' policies of title insurance, may impose a limitation upon the authority of an Agent to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this limited special power of attorney is given. Therefore, I give to my Agent the unlimited authority to transfer, assign, convey and deliver legal and equitable title to any real estate, or interest in real estate which I may own to my Living Trust.

This authority will include any property in which I may have a homestead interest. I waive any requirement which may be imposed by law or by a title agency that I personally join in the conveyance. To protect the title agency and any other person, agency or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns and my Agent to indemnify and hold harmless any person, agency, or entity from any claim or loss whatsoever in relying upon the authority provided by this document and the authority of my Agent.

4. I grant my Agent full power and authority to prepare, execute and file joint, separate, or any other tax returns of any nature (e.g., income tax, gift tax, estate tax or generation skipping transfer tax) and declarations of estimated income tax required by the Internal Revenue Code to be made by me and to settle with the Internal Revenue Service, its agents and representatives, any questions concerning my liability for and the collection, refund or payment of said taxes, and to possess all of the authorities and all of the powers set forth in Form 2848 of the Department of the Treasury, Internal Revenue Service, as amended or revised hereafter, including the power to receive refund checks due to me, from the date of this instrument until this instrument is revoked.

5. I grant my Agent full power and authority to make any elections (e.g., tax, payment amount, payment frequency, etc.) in respect of any retirement account (e.g., IRA, pension plan, 401k, etc.) that I have or of which I am the contributor. Furthermore, I grant my Agent full power and authority to transfer, assign, convey and deliver any interest I may have in such retirement accounts to my Living Trust.

6. Any person, entity or institution dealing with my Agent will be entitled to rely upon my Agent's sworn statement that this special power of attorney has not been revoked and the Agent is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution or agency from any loss or claim whatsoever when reliant upon such statement, and to this end, I bind myself, my estate, my heirs, successors and assigns. I vest in my Agent the authority to record this power of attorney at any reasonable time, and, to the extent I may lawfully provide, my Agent may do so at any time before the Agent is to act with respect to any third party who may be asked to rely upon this document.

7. I grant my Agent full power and authority to indemnify and hold harmless any third party who accepts and acts under this Durable Special Power of Attorney. No person who acts in reliance on the representations of my Agent or the authority granted under this Durable Special Power of Attorney shall incur any liability to me, my heirs, or assigns as a result of permitting my Agent to exercise any power granted under this Durable Special Power of Attorney.

8. This power of attorney is revocable and revocation will be effective if a written and acknowledged revocation is filed of record in the deed records of each county in which this power of attorney has been placed of record, if any. Further, revocation will be effective as to a third party relying on the power of attorney when the third party has actual notice of the revocation regardless of whether this power of attorney has been placed of record. Finally, written notification of the revocation of this power of attorney to any agent under this power of attorney will also effectively revoke this power.

9. I grant my Agent full power and authority to exercise, do or perform any act, right, power, duty or obligation whatsoever that I now have or may acquire the legal right, power or capacity to exercise, do, or perform in connection with, arising out of, or relating to any person, item, thing, transaction, business property, real or personal, tangible or intangible, or matter whatsoever.

10. I grant my Agent full power and authority to ask, demand, sue for, recover, collect, receive and hold and possess all sums of money, debts, dues, goods, wares, merchandise, chattels, effects, bonds, notes, checks, drafts, accounts, deposits, safe deposit boxes, post office box privileges, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, stock bonus plan and profit sharing plan benefits, stock options, insurance benefits and proceeds, documents of title, choices in actions, personal and real

property, tangible and intangible property and property rights, and demands whatsoever, liquidated or unliquidated, and things of whatsoever nature or description which now are or hereafter shall be or become due, owing, payable or belonging to me in or by any right, title, ways or means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases or other discharges for the same as my said attorney shall think fit or be advised.

11. I grant my Agent full power and authority to engage, employ, and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my attorney shall think fit.

Special Power of Attorney

This document is to be construed as a Special Power of Attorney vesting in my Agent only those powers and authority specifically enumerated, without my joinder or consent, for me and on my behalf as if I were personally present and acting. Any transaction completed on my behalf by my Agent will be binding upon me, my estate, my successors and assigns.

My Disability

My Agent will have the authority to continue acting in such capacity during any period or episode of my disability. This power of attorney is to be construed and considered as being a durable power of attorney and will not terminate upon my disability. As a trust, the authority of the Agent will continue following my death for the time reasonably needed to complete administration of the property which at the time of my death goes into custody or control of my Agent. This would include, for example, all property held in the name of my Agent as Trustee.

Authority as Trustee

I vest in my Agent all of the power and authority given to trustees by the trust laws of the State of Texas. If my Agent determines that it is in my best interest under the facts and circumstances then existing, I authorize my Agent to take possession of any and all of my property and estate, as Trustee, and to hold, conserve and administer such property for me and my general welfare. My Agent will be responsible only for the property of my estate over which the Agent shall assert direct control, and will not have liability for the loss of income from, or the depreciation of the value of, assets which the Agent does not possess or which are retained in the form my Agent received them.

My Agent is authorized, upon my death, to make direct payment for any expense related to my hospitalization, illness, treatment and care prior to my death, and any expense related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable period of time in which to conclude any administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs) and to make distributions of the trust property to my Living Trust.

Ratification and Indemnity

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. Further, I ratify and confirm all that my Agent will do or cause to be done by reason of the authority vested by this power of attorney and by law. No person, firm, agency or entity will be obligated to see to the application of any payment delivered to my Agent for or on my behalf. My Agent is authorized to proceed in my name and on my behalf against any person, agency or entity who will fail or refuse to recognize the authority of my Agent or who will refuse to transact business with my Agent to my harm and detriment.

Life Insurance on the Life of My Agent

My Agent shall have no rights or powers with respect to any policy of insurance owned by me on the life of my Agent.

Construction of Power

My agent shall have all rights and powers conferred under Chapter XII, Section 499 of the Texas Probate Code, as amended, as it pertains to my Living Trust.

Conclusion

This power of attorney is dated and effective as of January 12, 2005.

ELMER H. BRUNSTING, Principal
13630 Pinerock

Houston, Texas 77079

V&F 001865

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Durable Special Power of Attorney was acknowledged before me by ELMER H. BRUNSTING, Principal, on January 12, 2005.

Witness my hand and official seal.

Notary Public, State of Texas

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT AND IS RESPONSIBLE FOR MAINTAINING APPROPRIATE RECORDS OF EACH TRANSACTION, INCLUDING AN ACCOUNTING OF RECEIPTS AND DISBURSEMENTS. AS A FIDUCIARY, AN ATTORNEY-IN-FACT OR AGENT IS HELD TO THE HIGHEST STANDARDS OF GOOD FAITH, FAIR DEALING, AND LOYALTY WITH RESPECT TO THE PRINCIPAL. FAILURE TO ADHERE TO THESE STANDARDS MAY SUBJECT AN ATTORNEY-IN-FACT OR AGENT TO LEGAL ACTION. DEPENDING ON THE DEGREE OF MISCONDUCT, AN ATTORNEY-IN-FACT OR AGENT MAY BE LIABLE FOR DAMAGES OR MAY BE CHARGED WITH A CRIMINAL OFFENSE.

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

DUTY TO INFORM AND ACCOUNT
Texas Probate Code Section 489B

The attorney-in-fact or agent is a fiduciary and has a duty to inform and to account for actions taken pursuant to the power of attorney.

The attorney-in-fact or agent shall timely inform the principal of all actions taken pursuant to the power of attorney. Failure of the attorney-in-fact or agent to inform timely, as to third parties, shall not invalidate any action of the attorney-in-fact or agent.

The attorney-in-fact or agent shall maintain records of each action taken or decision made by the attorney-in-fact or agent.

The principal may demand an accounting by the attorney-in-fact or agent. Unless otherwise directed by the principal, the accounting shall include:

1. the property belonging to the principal that has come to the attorney-in-fact's or agent's knowledge or into the attorney-in-fact's or agent's possession;
2. all actions taken or decisions made by the attorney-in-fact or agent;
3. a complete account of receipts, disbursements, and other actions of the attorney-in-fact or agent, including their source and nature, with receipts of principal and income shown separately;
4. a listing of all property over which the attorney-in-fact or agent has exercised control, with an adequate description of each asset and its current value if known to the attorney-in-fact or agent;
5. the cash balance on hand and the name and location of the depository where the balance is kept;
6. all known liabilities; and,
7. such other information and facts known to the attorney-in-fact or agent as may be necessary to a full and definite understanding of the exact condition of the property belonging to the principal.

Unless directed otherwise by the principal, the attorney-in-fact or agent shall also provide to the principal all documentation regarding the principal's property.

The attorney-in-fact or agent shall maintain all records until delivered to the principal, released by the principal, or discharged by a court.

If the attorney-in-fact or agent fails or refuses to inform the principal, provide documentation, or deliver the accounting within 60 days (or such longer or shorter time that the principal demands or a court may order), the principal may file suit to compel the attorney-in-fact or agent to deliver the accounting, to deliver the assets, or to terminate the power of attorney.

This section shall not limit the right of the principal to terminate the power of attorney or make additional requirements of, or to give additional instructions to the attorney-in-fact or agent.

Wherever in this chapter a principal is given an authority to act, that shall include not only the principal but also any person designated by the principal, a guardian of the estate of the principal, or other personal representative of the principal.

The rights set out in this section and chapter are cumulative of any other rights or remedies the principal may have at common law or other applicable statutes and not in derogation of those rights.

INFORMATION CONCERNING
THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your

agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director,

partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **ELMER HENRY BRUNSTING**, also known as **ELMER H. BRUNSTING**, appoint **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, who resides at 13630 Pinerock, Houston, Texas 77079, and whose phone number is (713) 464-4391, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (281) 514-7491

B. Second Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E.

VACEK, JR., 11511 Katy Freeway, Suite 520, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my

agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on January 12, 2005.

ELMER H. BRUNSTING

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

_____

Date: January 12, 2005
Signature of First Witness

_____

Address of First Witness

_____

Date: January 12, 2005

Signature of Second Witness

_____

Address of Second Witness

V&F 001876

DIRECTIVE TO PHYSICIANS
AND
FAMILY OR SURROGATES

Instructions for completing this document:

This is an important legal document known as an Advance Directive. It is designed to help you communicate your wishes about medical treatment at some time in the future when you are unable to make your wishes known because of illness or injury. These wishes are usually based on personal values. In particular, you may want to consider what burdens or hardships of treatment you would be willing to accept for a particular amount of benefit obtained if you were seriously ill.

You are encouraged to discuss your values and wishes with your family or chosen spokesperson, as well as your physician. Your physician, other health care provider, or medical institution may provide you with various resources to assist you in completing your advance directive. Brief definitions are listed below and may aid you in your discussions and advance planning. Initial the treatment choices that best reflect your personal preferences. Provide a copy of your directive to your physician, usual hospital, and family or spokesperson. Consider a periodic review of this document. By periodic review, you can best assure that the directive reflects your preferences.

In addition to this advance directive, Texas law provides for two other types of directives that can be important during a serious illness. These are the Medical Power of Attorney and the Out-of-Hospital Do-Not-Resuscitate Order. You may wish to discuss these with your physician, family, hospital representative, or other advisers. You may also wish to complete a directive related to the donation of organs and tissues.

DIRECTIVE

I, **ELMER HENRY BRUNSTING**, also known as **ELMER H. BRUNSTING**, recognize that the best health care is based upon a partnership of trust and communication with my physician. My physician and I will make health care decisions together as long as I am of sound mind and able to make my wishes known. If there comes a time that I am unable to make medical decisions about myself because of illness or injury, I direct that the following treatment preferences be honored:

If, in the judgment of my physician, I am suffering with a terminal condition

from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care:

____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

____ I request that I be kept alive in this terminal condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

If, in the judgment of my physician, I am suffering with an irreversible condition so that I cannot care for myself or make decisions for myself and am expected to die without life-sustaining treatment provided in accordance with prevailing standards of care:

____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

____ I request that I be kept alive in this irreversible condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

Additional requests: (After discussion with your physician, you may wish to consider listing particular treatments in this space that you do or do not want in specific circumstances, such as artificial nutrition and fluids, intravenous antibiotics, etc. Be sure to state whether you do or do not want the particular treatment.)

_____

_____

After signing this directive, if my representative or I elect hospice care, I understand and agree that only those treatments needed to keep me comfortable would be provided and I would not be given available life-sustaining treatments.

If the persons named in my Medical Power of Attorney are not available, or if I have not designated a spokesperson, I understand that a spokesperson will be chosen for me following standards specified in the laws of Texas. If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of all available medical treatment provided within the prevailing standard of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort. This directive will remain in effect until I revoke it. No other person may do so.

WITNESS MY HAND on January 12, 2005.

ELMER H. BRUNSTING

Houston, Texas 77079

Harris County, Texas

Two competent adult witnesses must sign below, acknowledging the signature of the declarant. The witness designated as Witness 1 may not be a person designated to make a treatment decision for the patient and may not be related to the patient by blood or marriage. This witness may not be entitled to any part of the estate and may not have a claim against the estate of the patient. This witness may not be the attending physician or an employee of the attending physician. If this witness is an employee of a health care facility in which the patient is being cared for, this witness may not be involved in providing direct patient care to the patient. This witness may not be an officer, director, partner, or business office employee of a health care facility in which the patient is being cared for or of any parent organization of the health care facility.

Signature of First Witness Address

Signature of Second Witness Address

DEFINITIONS:

"**Artificial nutrition and hydration**" means the provision of nutrients or fluids by a tube inserted in a vein, under the skin in the subcutaneous tissues, or in the stomach (gastrointestinal tract).

"**Irreversible condition**" means a condition, injury, or illness:

(1) that may be treated, but is never cured or eliminated;

(2) that leaves a person unable to care for or make decisions for the person's own self; and

(3) that, without life-sustaining treatment provided in accordance with the prevailing standard of medical care, is fatal.

Explanation: Many serious illnesses such as cancer, failure of major organs (kidney, heart, liver, or lung), and serious brain disease such as Alzheimer's dementia may be considered irreversible early on. There is no cure, but the patient may be kept alive for prolonged periods of time if the patient receives life-sustaining treatments. Late in the course of the same illness, the disease may be considered terminal when, even with treatment, the patient is expected to die. You may wish to consider which burdens of treatment you would be willing to accept in an effort to achieve a particular outcome. This is a very personal decision that you may wish to discuss with your physician, family, or other important persons in your life.

"**Life-sustaining treatment**" means treatment that, based on reasonable medical judgment, sustains the life of a patient and without which the patient will die. The term includes both life-sustaining medications and artificial life support such as mechanical breathing machines, kidney dialysis treatment, and artificial hydration and nutrition. The term does not include the administration of pain management medication, the performance of a medical procedure necessary to provide comfort care, or any other medical care provided to alleviate a patient's pain.

"**Terminal condition**" means an incurable condition caused by injury, disease, or illness that according to reasonable medical judgment will produce death within six months, even with available life-sustaining treatment provided in accordance with the prevailing standard of medical care.

Explanation: Many serious illnesses may be considered irreversible early in the course of the illness, but they may not be considered terminal until the disease is fairly advanced. In thinking about terminal illness and its treatment, you again may wish to consider the relative benefits and burdens of treatment and discuss your wishes with your physician, family, or other important persons in your life.

V&F 001882

LAST WILL
OF
NELVA E. BRUNSTING

I, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is ELMER H. BRUNSTING.

All references to "my spouse" in my Will are to ELMER H. BRUNSTING.

The names and birth dates of my children are:

Name	
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 my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint ELMER H. BRUNSTING as my Personal Representative. In the event ELMER H. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals as my Personal Representative to serve in the following order:

> First, CARL HENRY BRUNSTING
>
> Second, AMY RUTH TSCHIRHART
>
> Third, CANDACE LOUISE CURTIS

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in

context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

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 date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully

provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest (i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for ELMER H. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which ELMER H. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless ELMER H. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of ELMER H. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property

treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of ELMER H. BRUNSTING, and this provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate 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 transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative 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 Personal Representative'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 my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

V&F 001888

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will 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 Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will 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 proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by ELMER H. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.

NELVA E. BRUNSTING

V&F 001893

The foregoing Will was, on the day and year written above, published and declared by NELVA E. BRUNSTING in our presence to be her Will. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, NELVA E. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

_____

WITNESS

_____

WITNESS

SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared NELVA E. BRUNSTING, _____ and _____, known to me to be the Testatrix and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said NELVA E. BRUNSTING, Testatrix, declared to me and to the said witnesses in my presence that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testatrix that the said Testatrix had declared to them that the said instrument is her Last Will and Testament, and that she executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testatrix and at her request; that she was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

NELVA E. BRUNSTING

WITNESS

WITNESS

Subscribed and sworn to before me by the said NELVA E. BRUNSTING, the Testatrix, and by the said _____ and _____, witnesses, on January 12, 2005.

Notary Public, State of Texas

DURABLE SPECIAL POWER OF ATTORNEY

FOR

NELVA E. BRUNSTING

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTHCARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I revoke all previous powers of attorney given by me. This is a durable special power of attorney given in order to coordinate the management, protection and conservation of my property, with property previously transferred to my revocable living trust, especially in the event I am unable for any reason to manage, protect and conserve my own property or transfer such property to my revocable living trust, and to avoid a guardianship as to the management, protection and conservation of property. The authority and legal capacity of my Personal Representative (hereinafter referred to as my "Agent") will be that of a personal representative, trustee and attorney-in-fact.

My revocable living trust (hereinafter referred to as my "Living Trust") shall be referred to, for all purposes, as follows:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

Appointment of the Agent

I appoint ELMER H. BRUNSTING as my Agent. If ELMER H. BRUNSTING ceases to serve for any reason, I appoint the following individuals as my Agent to serve in the following order:

> First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART
Third, CANDACE LOUISE CURTIS

My Agents, in the order listed, are also my preference as guardian should a court appointed guardian of my person or estate be required.

My Agent will serve without the requirement of bond or other security, and will have the authority to do and perform those things delineated below, as fully, to all intents and purposes, as I might or could do if personally present:

1. I grant my Agent full power and authority to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me to my Living Trust.

2. In order for my Agent to transfer my property under this Durable Special Power of Attorney, the following powers are set forth to provide guidance as to some of the powers granted by me to my Agent:

   My Agent may convey real or personal property, whether tangible or intangible, or any interest therein.

   My Agent may receive and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loans, and all other financial institutions.

   My Agent may receive and endorse checks and drafts, withdraw funds, make elections, and otherwise deal with any and all retirement accounts or qualified plans as deemed necessary by my Agent.

   My Agent may execute or release mortgages, deeds of trust, or other security agreements as may be necessary to accomplish the purpose of this Durable Special Power of Attorney.

   My Agent may apply for, endorse, and transfer certificates of title for any motor vehicle.

   My Agent may endorse, convey, and otherwise transfer all business interests that I may now own or hereafter acquire.

My Agent may have access to any safe deposit box rented by me and remove the contents of such safe deposit box, and any institution in which a safe deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.

3. State law, and title companies who issue owners' and mortgagees' policies of title insurance, may impose a limitation upon the authority of an Agent to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this limited special power of attorney is given. Therefore, I give to my Agent the unlimited authority to transfer, assign, convey and deliver legal and equitable title to any real estate, or interest in real estate which I may own to my Living Trust.

This authority will include any property in which I may have a homestead interest. I waive any requirement which may be imposed by law or by a title agency that I personally join in the conveyance. To protect the title agency and any other person, agency or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns and my Agent to indemnify and hold harmless any person, agency, or entity from any claim or loss whatsoever in relying upon the authority provided by this document and the authority of my Agent.

4. I grant my Agent full power and authority to prepare, execute and file joint, separate, or any other tax returns of any nature (e.g., income tax, gift tax, estate tax or generation skipping transfer tax) and declarations of estimated income tax required by the Internal Revenue Code to be made by me and to settle with the Internal Revenue Service, its agents and representatives, any questions concerning my liability for and the collection, refund or payment of said taxes, and to possess all of the authorities and all of the powers set forth in Form 2848 of the Department of the Treasury, Internal Revenue Service, as amended or revised hereafter, including the power to receive refund checks due to me, from the date of this instrument until this instrument is revoked.

5. I grant my Agent full power and authority to make any elections (e.g., tax, payment amount, payment frequency, etc.) in respect of any retirement account (e.g., IRA, pension plan, 401k, etc.) that I have or of which I am the contributor. Furthermore, I grant my Agent full power and authority to transfer, assign, convey and deliver any interest I may have in such retirement accounts to my Living Trust.

6. Any person, entity or institution dealing with my Agent will be entitled to rely upon my Agent's sworn statement that this special power of attorney has not been revoked and the Agent is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution or agency from any loss or claim whatsoever when reliant upon such statement, and to this end, I bind myself, my estate, my heirs, successors and assigns. I vest in my Agent the authority to record this power of attorney at any reasonable time, and, to the extent I may lawfully provide, my Agent may do so at any time before the Agent is to act with respect to any third party who may be asked to rely upon this document.

7. I grant my Agent full power and authority to indemnify and hold harmless any third party who accepts and acts under this Durable Special Power of Attorney. No person who acts in reliance on the representations of my Agent or the authority granted under this Durable Special Power of Attorney shall incur any liability to me, my heirs, or assigns as a result of permitting my Agent to exercise any power granted under this Durable Special Power of Attorney.

8. This power of attorney is revocable and revocation will be effective if a written and acknowledged revocation is filed of record in the deed records of each county in which this power of attorney has been placed of record, if any. Further, revocation will be effective as to a third party relying on the power of attorney when the third party has actual notice of the revocation regardless of whether this power of attorney has been placed of record. Finally, written notification of the revocation of this power of attorney to any agent under this power of attorney will also effectively revoke this power.

9. I grant my Agent full power and authority to exercise, do or perform any act, right, power, duty or obligation whatsoever that I now have or may acquire the legal right, power or capacity to exercise, do, or perform in connection with, arising out of, or relating to any person, item, thing, transaction, business property, real or personal, tangible or intangible, or matter whatsoever.

10. I grant my Agent full power and authority to ask, demand, sue for, recover, collect, receive and hold and possess all sums of money, debts, dues, goods, wares, merchandise, chattels, effects, bonds, notes, checks, drafts, accounts, deposits, safe deposit boxes, post office box privileges, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, stock bonus plan and profit sharing plan benefits, stock options, insurance benefits and proceeds, documents of title, choices in actions, personal and real

property, tangible and intangible property and property rights, and demands whatsoever, liquidated or unliquidated, and things of whatsoever nature or description which now are or hereafter shall be or become due, owing, payable or belonging to me in or by any right, title, ways or means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases or other discharges for the same as my said attorney shall think fit or be advised.

11. I grant my Agent full power and authority to engage, employ, and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my attorney shall think fit.

Special Power of Attorney

This document is to be construed as a Special Power of Attorney vesting in my Agent only those powers and authority specifically enumerated, without my joinder or consent, for me and on my behalf as if I were personally present and acting. Any transaction completed on my behalf by my Agent will be binding upon me, my estate, my successors and assigns.

My Disability

My Agent will have the authority to continue acting in such capacity during any period or episode of my disability. This power of attorney is to be construed and considered as being a durable power of attorney and will not terminate upon my disability. As a trust, the authority of the Agent will continue following my death for the time reasonably needed to complete administration of the property which at the time of my death goes into custody or control of my Agent. This would include, for example, all property held in the name of my Agent as Trustee.

Authority as Trustee

I vest in my Agent all of the power and authority given to trustees by the trust laws of the State of Texas. If my Agent determines that it is in my best interest under the facts and circumstances then existing, I authorize my Agent to take possession of any and all of my property and estate, as Trustee, and to hold, conserve and administer such property for me and my general welfare. My Agent will be responsible only for the property of my estate over which the Agent shall assert direct control, and will not have liability for the loss of income from, or the depreciation of the value of, assets which the Agent does not possess or which are retained in the form my Agent received them.

My Agent is authorized, upon my death, to make direct payment for any expense related to my hospitalization, illness, treatment and care prior to my death, and any expense related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable period of time in which to conclude any administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs) and to make distributions of the trust property to my Living Trust.

Ratification and Indemnity

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. Further, I ratify and confirm all that my Agent will do or cause to be done by reason of the authority vested by this power of attorney and by law. No person, firm, agency or entity will be obligated to see to the application of any payment delivered to my Agent for or on my behalf. My Agent is authorized to proceed in my name and on my behalf against any person, agency or entity who will fail or refuse to recognize the authority of my Agent or who will refuse to transact business with my Agent to my harm and detriment.

Life Insurance on the Life of My Agent

My Agent shall have no rights or powers with respect to any policy of insurance owned by me on the life of my Agent.

Construction of Power

My agent shall have all rights and powers conferred under Chapter XII, Section 499 of the Texas Probate Code, as amended, as it pertains to my Living Trust.

Conclusion

This power of attorney is dated and effective as of January 12, 2005.

NELVA E. BRUNSTING, Principal
13630 Pinerock
Houston, Texas 77079

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Durable Special Power of Attorney was acknowledged before me by NELVA E. BRUNSTING, Principal, on January 12, 2005.

Witness my hand and official seal.

Notary Public, State of Texas

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT AND IS RESPONSIBLE FOR MAINTAINING APPROPRIATE RECORDS OF EACH TRANSACTION, INCLUDING AN ACCOUNTING OF RECEIPTS AND DISBURSEMENTS. AS A FIDUCIARY, AN ATTORNEY-IN-FACT OR AGENT IS HELD TO THE HIGHEST STANDARDS OF GOOD FAITH, FAIR DEALING, AND LOYALTY WITH RESPECT TO THE PRINCIPAL. FAILURE TO ADHERE TO THESE STANDARDS MAY SUBJECT AN ATTORNEY-IN-FACT OR AGENT TO LEGAL ACTION. DEPENDING ON THE DEGREE OF MISCONDUCT, AN ATTORNEY-IN-FACT OR AGENT MAY BE LIABLE FOR DAMAGES OR MAY BE CHARGED WITH A CRIMINAL OFFENSE.

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

DUTY TO INFORM AND ACCOUNT
Texas Probate Code Section 489B

The attorney-in-fact or agent is a fiduciary and has a duty to inform and to account for actions taken pursuant to the power of attorney.

The attorney-in-fact or agent shall timely inform the principal of all actions taken pursuant to the power of attorney. Failure of the attorney-in-fact or agent to inform timely, as to third parties, shall not invalidate any action of the attorney-in-fact or agent.

The attorney-in-fact or agent shall maintain records of each action taken or decision made by the attorney-in-fact or agent.

The principal may demand an accounting by the attorney-in-fact or agent. Unless otherwise directed by the principal, the accounting shall include:

1. the property belonging to the principal that has come to the attorney-in-fact's or agent's knowledge or into the attorney-in-fact's or agent's possession;
2. all actions taken or decisions made by the attorney-in-fact or agent;
3. a complete account of receipts, disbursements, and other actions of the attorney-in-fact or agent, including their source and nature, with receipts of principal and income shown separately;
4. a listing of all property over which the attorney-in-fact or agent has exercised control, with an adequate description of each asset and its current value if known to the attorney-in-fact or agent;
5. the cash balance on hand and the name and location of the depository where the balance is kept;
6. all known liabilities; and,
7. such other information and facts known to the attorney-in-fact or agent as may be necessary to a full and definite understanding of the exact condition of the property belonging to the principal.

Unless directed otherwise by the principal, the attorney-in-fact or agent shall also provide to the principal all documentation regarding the principal's property.

The attorney-in-fact or agent shall maintain all records until delivered to the principal, released by the principal, or discharged by a court.

If the attorney-in-fact or agent fails or refuses to inform the principal, provide documentation, or deliver the accounting within 60 days (or such longer or shorter time that the principal demands or a court may order), the principal may file suit to compel the attorney-in-fact or agent to deliver the accounting, to deliver the assets, or to terminate the power of attorney.

This section shall not limit the right of the principal to terminate the power of attorney or make additional requirements of, or to give additional instructions to the attorney-in-fact or agent.

Wherever in this chapter a principal is given an authority to act, that shall include not only the principal but also any person designated by the principal, a guardian of the estate of the principal, or other personal representative of the principal.

The rights set out in this section and chapter are cumulative of any other rights or remedies the principal may have at common law or other applicable statutes and not in derogation of those rights.

INFORMATION CONCERNING
THE MEDICAL POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are no longer capable of making them yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority begins when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have had.

It is important that you discuss this document with your physician or other health care provider before you sign it to make sure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your

agent or as your health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions who have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Even after you have signed this document, you have the right to make health care decisions for yourself as long as you are able to do so and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise, your appointment of a spouse dissolves on divorce.

This document may not be changed or modified. If you want to make changes in the document, you must make an entirely new one.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate has the same authority to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS SIGNED IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES. THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

(1) the person you have designated as your agent;

(2) a person related to you by blood or marriage;

(3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;

(4) your attending physician;

(5) an employee of your attending physician;

(6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director,

partner, or business office employee of the health care facility or of any parent organization of the health care facility; or

(7) a person who, at the time this power of attorney is executed, has a claim against any part of your estate after your death.

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **ELMER HENRY BRUNSTING**, also known as **ELMER H. BRUNSTING**, who resides at 13630 Pinerock, Houston, Texas 77079, and whose phone number is (713) 464-4391, as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

CAROL A. BRUNSTING
5822 Jason
Houston, Texas 77074
(713) 981-5260 or (281) 514-7491

B. Second Alternate Agent

CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, ALBERT E.

VACEK, JR., 11511 Katy Freeway, Suite 520, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my

agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on January 12, 2005.

_____

NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

_____

Date: January 12, 2005
Signature of First Witness

_____

Address of First Witness

Date: January 12, 2005

Signature of Second Witness

Address of Second Witness

V&F 001914

DIRECTIVE TO PHYSICIANS
AND
FAMILY OR SURROGATES

Instructions for completing this document:

This is an important legal document known as an Advance Directive. It is designed to help you communicate your wishes about medical treatment at some time in the future when you are unable to make your wishes known because of illness or injury. These wishes are usually based on personal values. In particular, you may want to consider what burdens or hardships of treatment you would be willing to accept for a particular amount of benefit obtained if you were seriously ill.

You are encouraged to discuss your values and wishes with your family or chosen spokesperson, as well as your physician. Your physician, other health care provider, or medical institution may provide you with various resources to assist you in completing your advance directive. Brief definitions are listed below and may aid you in your discussions and advance planning. Initial the treatment choices that best reflect your personal preferences. Provide a copy of your directive to your physician, usual hospital, and family or spokesperson. Consider a periodic review of this document. By periodic review, you can best assure that the directive reflects your preferences.

In addition to this advance directive, Texas law provides for two other types of directives that can be important during a serious illness. These are the Medical Power of Attorney and the Out-of-Hospital Do-Not-Resuscitate Order. You may wish to discuss these with your physician, family, hospital representative, or other advisers. You may also wish to complete a directive related to the donation of organs and tissues.

DIRECTIVE

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, recognize that the best health care is based upon a partnership of trust and communication with my physician. My physician and I will make health care decisions together as long as I am of sound mind and able to make my wishes known. If there comes a time that I am unable to make medical decisions about myself because of illness or injury, I direct that the following treatment preferences be honored:

If, in the judgment of my physician, I am suffering with a terminal condition

from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care:

____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

____ I request that I be kept alive in this terminal condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

If, in the judgment of my physician, I am suffering with an irreversible condition so that I cannot care for myself or make decisions for myself and am expected to die without life-sustaining treatment provided in accordance with prevailing standards of care:

____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

____ I request that I be kept alive in this irreversible condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

Additional requests: (After discussion with your physician, you may wish to consider listing particular treatments in this space that you do or do not want in specific circumstances, such as artificial nutrition and fluids, intravenous antibiotics, etc. Be sure to state whether you do or do not want the particular treatment.)

_____

_____

After signing this directive, if my representative or I elect hospice care, I understand and agree that only those treatments needed to keep me comfortable would be provided and I would not be given available life-sustaining treatments.

If the persons named in my Medical Power of Attorney are not available, or if I have not designated a spokesperson, I understand that a spokesperson will be chosen for me following standards specified in the laws of Texas. If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of all available medical treatment provided within the prevailing standard of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort. I understand that under Texas law this directive has no effect if I have been diagnosed as pregnant. This directive will remain in effect until I revoke it. No other person may do so.

WITNESS MY HAND on January 12, 2005.

NELVA E. BRUNSTING

Houston, Texas 77079

Harris County, Texas

Two competent adult witnesses must sign below, acknowledging the signature of the declarant. The witness designated as Witness 1 may not be a person designated to make a treatment decision for the patient and may not be related to the patient by blood or marriage. This witness may not be entitled to any part of the estate and may not have a claim against the estate of the patient. This witness may not be the attending physician or an employee of the attending physician. If this witness is an employee of a health care facility in which the patient is being cared for, this witness may not be involved in providing direct patient care to the patient. This witness may not be an officer, director, partner, or business office employee of a health care facility in which the patient is being cared for or of any parent organization of the health care facility.

Signature of First Witness Address

Signature of Second Witness Address

DEFINITIONS:

"**Artificial nutrition and hydration**" means the provision of nutrients or fluids by a tube inserted in a vein, under the skin in the subcutaneous tissues, or in the stomach (gastrointestinal tract).

"**Irreversible condition**" means a condition, injury, or illness:

(1) that may be treated, but is never cured or eliminated;

(2) that leaves a person unable to care for or make decisions for the person's own self; and

(3) that, without life-sustaining treatment provided in accordance with the prevailing standard of medical care, is fatal.

Explanation: Many serious illnesses such as cancer, failure of major organs (kidney, heart, liver, or lung), and serious brain disease such as Alzheimer's dementia may be considered irreversible early on. There is no cure, but the patient may be kept alive for prolonged periods of time if the patient receives life-sustaining treatments. Late in the course of the same illness, the disease may be considered terminal when, even with treatment, the patient is expected to die. You may wish to consider which burdens of treatment you would be willing to accept in an effort to achieve a particular outcome. This is a very personal decision that you may wish to discuss with your physician, family, or other important persons in your life.

"**Life-sustaining treatment**" means treatment that, based on reasonable medical judgment, sustains the life of a patient and without which the patient will die. The term includes both life-sustaining medications and artificial life support such as mechanical breathing machines, kidney dialysis treatment, and artificial hydration and nutrition. The term does not include the administration of pain management medication, the performance of a medical procedure necessary to provide comfort care, or any other medical care provided to alleviate a patient's pain.

"**Terminal condition**" means an incurable condition caused by injury, disease, or illness that according to reasonable medical judgment will produce death within six months, even with available life-sustaining treatment provided in accordance with the prevailing standard of medical care.

Explanation: Many serious illnesses may be considered irreversible early in the course of the illness, but they may not be considered terminal until the disease is fairly advanced. In thinking about terminal illness and its treatment, you again may wish to consider the relative benefits and burdens of treatment and discuss your wishes with your physician, family, or other important persons in your life.

Certificate of Trust

The undersigned Founders hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Founders and initial Trustees on October 10, 1996.

   The Restatement, dated January 12, 2005, hereby replaces and supersedes our original trust agreement and all prior amendments.

   Either Founder while acting as Trustee may conduct business on behalf of the trust without the consent of any other Trustee. The full legal name of our trust for purposes of transferring assets into the trust, holding title of 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.

2. Should either original Trustee fail or cease to serve as Trustee by reason of death, disability or for any reason, the remaining original Trustee will continue to serve alone.

3. If both of the original Trustees fail or cease to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Co-Trustees:

   CARL HENRY BRUNSTING and AMY RUTH TSCHIRHART

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

   On January 12, 2005, the said BRUNSTING FAMILY LIVING TRUST was restated and amended naming the above said successor Trustees.

4. The Trustee(s) under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee(s) are fully set forth in Article Twelve of the trust agreement.

5. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over trust property.

6. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on January 12, 2005.

ELMER H. BRUNSTING,
Founder and Trustee

NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on January 12, 2005, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Witness my hand and official seal.

_____
Notary Public, State of Texas

Certificate of Trust

The undersigned Founders hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Founders and initial Trustees, on October 10, 1996.

   The Restatement, dated January 12, 2005, hereby replaces and supersedes our original trust agreement and all prior amendments.

   Either Founder while acting as Trustee may conduct business on behalf of the trust without the consent of any other Trustee. The full legal name of our trust for purposes of transferring assets into the trust, holding title of 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.

2. Should either original Trustee fail or cease to serve as Trustee by reason of death, disability or for any reason, the remaining original Trustee will continue to serve alone.

3. If both of the original Trustees fail or cease to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Co-Trustees:

   CARL HENRY BRUNSTING and AMY RUTH TSCHIRHART

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

   On January 12, 2005, the said BRUNSTING FAMILY LIVING TRUST was restated and amended naming the above said successor Trustees.

4. The Trustee(s) under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee(s) are fully set forth in Article Twelve of the trust agreement.

5. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over trust property.

6. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on _____, _____.

ELMER H. BRUNSTING,
Founder and Trustee

NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on _____, _____, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Witness my hand and official seal.

Notary Public, State of Texas

Affidavit of Trust

1. The following trust is the subject of this Affidavit:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended.

On January 12, 2005, the said BRUNSTING FAMILY LIVING TRUST was restated and amended. The Restatement replaces and supersedes our original trust agreement and all prior amendments.

2. The names and addresses of the currently acting Trustees of the trust are as follows:

Names:

ELMER H. BRUNSTING
NELVA E. BRUNSTING

Address:

13630 Pinerock
Houston, Texas 77079

3. The trust is currently in full force and effect.

4. Attached to this Affidavit and incorporated in it are selected provisions of the trust evidencing the following:

a. **Article I** - Restatement of the trust and initial Trustees

b. **Article III** - Statement of revocability of the trust

c. **Article IV** - Successor Trustees

d. **Article VII** - Upon the Death of One of Us

e. **Article XII** - Powers of the Trustees

f. **Article XIV** - Signature pages

5. The trust provisions which are not attached to this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.

6. The signatories of this Affidavit are currently the acting Trustees of the trust and declare that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.

7. This Affidavit is dated January 12, 2005.

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Affidavit of Trust was acknowledged before me on January 12, 2005, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Trustees.

Witness my hand and official seal.

Notary Public, State of Texas

TRANSFER TO GRANTOR TRUST SUBJECT TO WITHDRAWAL CONTRIBUTION AGREEMENT
(Transfer of Personal Property to Trust)

TRUST IDENTITY: BRUNSTING FAMILY LIVING TRUST

PRIMARY INCOME BENEFICIARIES: ELMER H. BRUNSTING

NELVA E. BRUNSTING

IDENTITY OF CONTRIBUTORS: ELMER H. BRUNSTING

NELVA E. BRUNSTING

AGREEMENT:

ELMER H. BRUNSTING and NELVA E. BRUNSTING agree to contribute, or have contributed, the property identified below to the trust as well as all personal effects which they may acquire in the future. The Trustees accept the contribution, subject to the right of the Contributors to withdraw all or any part of the contribution and its appreciation in value. The Contributors shall give the Trustees written notice of at least seven (7) days in advance of the date the withdrawal is to be made, and at the conclusion of the notice period, the Trustees will deliver funds or trust property equal in value to the amount which the Contributors are authorized to withdraw. If the property contributed is commingled with other trust property, the trust property will share pro rata in the appreciation or depreciation of all trust property administered by the Trustees except other trust property which has maintained a separate identity and which has not been commingled. The Trustees will have the authority to partition commingled trust property in kind and to deliver a divided interest thereof in satisfaction of the trust's payment obligation or to deliver an undivided interest, of equivalent value, in trust property in satisfaction of the trust's payment obligation.

It is the intent and purpose of the contracting parties that the contribution made or to be made be structured so that the contribution will not constitute a gift of Contributors' property for federal gift tax purposes, and this agreement shall be construed and shall be subject to modification to obtain this result.

Notwithstanding the foregoing agreement, the right of withdrawal retained herein shall be, in all events, subject to the trust provisions prohibiting withdrawal from portions of the trust which become irrevocable pursuant to the terms and conditions of the trust, and this agreement shall be construed and shall be subject to modification to obtain this result.

PROPERTY CONTRIBUTED OR TO BE CONTRIBUTED:

All personal effects, clothes, jewelry, chinaware, silver, photographs, works of art, books, sporting goods, artifacts relating to the hobbies of the Contributors, and all household furniture, fixtures, equipment, goods and miscellaneous household items, as well as all other tangible articles of personal or household use, including, but not limited to, all such personalty set forth and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Date:

January 12, 2005

ELMER H. BRUNSTING,

Contributor and Trustee

NELVA E. BRUNSTING,

Contributor and Trustee

SUMMARY

OF

THE BRUNSTING FAMILY LIVING TRUST

NAME OF TRUST:

THE BRUNSTING FAMILY LIVING TRUST

DATE ESTABLISHED:

October 10, 1996

INITIAL TRUSTEES:

ELMER H. BRUNSTING
NELVA E. BRUNSTING

SUCCESSOR TRUSTEES:

First, CARL HENRY BRUNSTING
Second, AMY RUTH TSCHIRHART
Third, CANDACE LOUISE CURTIS

TITLE TO ALL ASSETS IN THE TRUST ARE VESTED IN THE NAME OF:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended

THIS SUMMARY IS NOT PART OF THE TRUST

RECEIPT OF ORIGINAL DOCUMENTS

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, hereby acknowledge receipt of the following original estate planning documents from The Vacek Law Firm, PLLC.

The Restatement of the BRUNSTING FAMILY LIVING TRUST
Pour-Over Will - Husband
Pour-Over Will - Wife
Durable Special Power of Attorney - Husband
Durable Special Power of Attorney - Wife
Medical Power of Attorney - Husband
Medical Power of Attorney - Wife
Directive to Physicians (Living Will) - Husband
Directive to Physicians (Living Will) - Wife
Authorization for Release of Protected Health Information - Husband
Authorization for Release of Protected Health Information - Wife
Affidavit of Trust
Transfer & Contribution Agreement
Certificate of Trust
Other

_____

_____

DATE: January 12, 2005

_____
ELMER H. BRUNSTING

_____
NELVA E. BRUNSTING

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I D E N T I F I C A T I O N C A R D

NAME: ELMER H. BRUNSTING
ADDRESS: 13630 Pinerock
Houston, Texas 77079
PHONE: (713) 464-4391

IN CASE OF EMERGENCY CONTACT:

My spouse: NELVA E. BRUNSTING
Phone: (713) 464-4391

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My MEDICAL POWER OF ATTORNEY and HIPAA AUTHORIZATION is on file with my lawyer:

ALBERT E. VACEK, JR.
Attorney at Law
11511 KATY FREEWAY, SUITE 520
HOUSTON, TEXAS 77079
(281) 531-5800 or 1-800-229-3002

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I D E N T I F I C A T I O N C A R D

NAME: NELVA E. BRUNSTING
ADDRESS: 13630 Pinerock
Houston, Texas 77079
PHONE: (713) 464-4391

IN CASE OF EMERGENCY CONTACT:

My spouse: ELMER H. BRUNSTING
Phone: (713) 464-4391

--- --- cut here ---

My MEDICAL POWER OF ATTORNEY and HIPAA AUTHORIZATION is on file with my lawyer:

ALBERT E. VACEK, JR.
Attorney at Law
11511 KATY FREEWAY, SUITE 520
HOUSTON, TEXAS 77079
(281) 531-5800 or 1-800-229-3002

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AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION

(Valid Authorization Under 45 CFR Chapter 164
and the Laws of the State of Texas)

Statement of Intent

It is my understanding that Congress passed a law entitled the Health Insurance Portability and Accountability Act ("HIPAA") that limits use, disclosure or release of my individually identifiable health information (or, sometimes herein, "protected medical information"). This Authorization is being signed because it is crucial that my health care providers readily use, release or disclose my protected medical information to, or as directed by, that person or those persons designated in this Authorization in order to allow me the advantage of being able to discuss with, and obtain advice from, others or to facilitate decisions regarding my health care when I otherwise may not be able to discuss these matters with health care providers without regard to whether any health care provider has certified in writing that I am "incompetent" for purposes of the laws of the State of Texas.

Appointment of Authorized Persons

I, **ELMER HENRY BRUNSTING**, also known as **ELMER H. BRUNSTING**, an individual, hereby appoint the following persons, or any of them, as Authorized Persons for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and [State Health Care Information Act]:

NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING
CANDACE LOUISE CURTIS
CAROL ANN BRUNSTING
CARL HENRY BRUNSTING
AMY RUTH TSCHIRHART
ANITA KAY RILEY

Grant of Authority

Therefore, as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, a covered entity (being a health care provider as defined by HIPAA) is permitted to use, release and disclose my individually identifiable health information pursuant to and in compliance with this valid Authorization.

I hereby authorize:

a. All covered persons and entities as defined in HIPAA, including but not limited to a doctor (including but not limited to a physician, podiatrist, chiropractor, or osteopath), psychiatrist, psychologist, dentist, therapist, nurse, hospitals, clinics, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company or any other health care provider or affiliate,

b. to use, release and disclose the following information at the request of an Authorized Person:

Any and all individually identifiable health care information, reports and/or records concerning my medical history, condition, diagnosis, testing prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization for access to, disclosure and release of ANY protected medical information by or to the persons named in this Authorization as if each person were me;

c. to, or as requested by, an Authorized Person.

Termination

This Authorization is not affected by, and shall not terminate by reason of, my subsequent disability or incapacity. This Authorization shall terminate on the first to occur of: (1) 1 year following my death or (2) upon my written

revocation expressly referring to this Authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. Such revocation shall be effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

Re-disclosure

By signing this Authorization, I acknowledge that the information used, disclosed or released pursuant to this Authorization may be subject to re-disclosure by an Authorized Person whose names are written in paragraph 1 of this Authorization and the information once disclosed will no longer be protected by the rules created in HIPAA. No covered entity shall require an Authorized Person to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this Authorization.

Instructions to the Authorized Persons

An Authorized Person shall have the right to bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, an Authorized Person is authorized to sign any documents that the Authorized Person deems appropriate to obtain use, disclosure or release of the protected medical information.

Effect of Duplicate Originals or Copies

If this Authorization has been executed in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Person may make photocopies of this Authorization and each photocopy will have the same force and effect as the original.

My Waiver and Release

With regard to information disclosed pursuant to this Authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule or regulation. In addition, I hereby release any covered entity

that acts in reliance on this Authorization from any liability that may accrue from the use or disclosure of my protected medical information in reliance upon this Authorization and for any actions taken by an Authorized Person.

Severability

I intend that this authorization conform to United States and Texas law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Dated: January 12, 2005.

ELMER H. BR
SSN: 282-32-8
DOB: Septemb

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on January 12, 2005, by ELMER H. BRUNSTING.

Notary Public,

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION

(Valid Authorization Under 45 CFR Chapter 164
and the Laws of the State of Texas)

Statement of Intent

It is my understanding that Congress passed a law entitled the Health Insurance Portability and Accountability Act ("HIPAA") that limits use, disclosure or release of my individually identifiable health information (or, sometimes herein, "protected medical information"). This Authorization is being signed because it is crucial that my health care providers readily use, release or disclose my protected medical information to, or as directed by, that person or those persons designated in this Authorization in order to allow me the advantage of being able to discuss with, and obtain advice from, others or to facilitate decisions regarding my health care when I otherwise may not be able to discuss these matters with health care providers without regard to whether any health care provider has certified in writing that I am "incompetent" for purposes of the laws of the State of Texas.

Appointment of Authorized Persons

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, an individual, hereby appoint the following persons, or any of them, as Authorized Persons for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and [State Health Care Information Act]:

ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING
CANDACE LOUISE CURTIS
CAROL ANN BRUNSTING
CARL HENRY BRUNSTING
AMY RUTH TSCHIRHART
ANITA KAY RILEY

Grant of Authority

Therefore, as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, a covered entity (being a health care provider as defined by HIPAA) is permitted to use, release and disclose my individually identifiable health information pursuant to and in compliance with this valid Authorization.

I hereby authorize:

a. All covered persons and entities as defined in HIPAA, including but not limited to a doctor (including but not limited to a physician, podiatrist, chiropractor, or osteopath), psychiatrist, psychologist, dentist, therapist, nurse, hospitals, clinics, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company or any other health care provider or affiliate,

b. to use, release and disclose the following information at the request of an Authorized Person:

Any and all individually identifiable health care information, reports and/or records concerning my medical history, condition, diagnosis, testing prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization for access to, disclosure and release of ANY protected medical information by or to the persons named in this Authorization as if each person were me;

c. to, or as requested by, an Authorized Person.

Termination

This Authorization is not affected by, and shall not terminate by reason of, my subsequent disability or incapacity. This Authorization shall terminate on the first to occur of: (1) 1 year following my death or (2) upon my written revocation expressly referring to this Authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. Such revocation shall be effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

Re-disclosure

By signing this Authorization, I acknowledge that the information used, disclosed or released pursuant to this Authorization may be subject to re-disclosure by an Authorized Person whose names are written in paragraph 1 of this Authorization and the information once disclosed will no longer be protected by the rules created in HIPAA. No covered entity shall require an Authorized Person to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this Authorization.

Instructions to the Authorized Persons

An Authorized Person shall have the right to bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, an Authorized Person is authorized to sign any documents that the Authorized Person deems appropriate to obtain use, disclosure or release of the protected medical information.

Effect of Duplicate Originals or Copies

If this Authorization has been executed in multiple counterparts, each counterpart original will have equal force and effect. An Authorized Person may make photocopies of this Authorization and each photocopy will have the same force and effect as the original.

My Waiver and Release

With regard to information disclosed pursuant to this Authorization, I waive any right of privacy that I may have under the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), any amendment or successor to that Act, or any similar state or federal act, rule or regulation. In addition, I hereby release any covered entity that acts in reliance on this Authorization from any liability that may accrue from the use or disclosure of my protected medical information in reliance upon this Authorization and for any actions taken by an Authorized Person.

Severability

I intend that this authorization conform to United States and Texas law. In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Dated: January 12, 2005.

NELVA E. BR
SSN: 481-30-4
DOB: October

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on January 12, 2005, by NELVA E. BRUNSTING.

Notary Public,

THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING NELVA E. BRUNSTING

CARL HENRY BRUNSTING and
AMY RUTH TSCHIRHART,
as Co-Trustees

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

THE VACEK LAW FIRM, PLLC

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*Board Certified Estate Planning and Probate Law
Telefax (281) 531-5885
Texas Board of Legal Specialization
E-mail Address: consult@vacek.com

January 12, 2005

Mr. and Mrs. Elmer H. Brunsting
13630 Pinerock
Houston, Texas 77079

For services rendered in estate planning including:

1. Tax advice - analysis of the estate, gift, and income tax impact on present situation of clients and the development of recommendations concerning use of Living Trust and ancillary documents to implement appropriate tax-saving mechanisms.

2. Preparation and drafting of original Restatement Living Trust documents together with portfolio copies. Consultation with clients regarding management, conservation and maintenance of their properties.

3. a) Preparation and drafting of Pour-Over Wills and advice to clients with respect to the disposition of personal items;

   b) Preparation and drafting of Durable Special Powers of Attorney;

   c) Preparation and drafting of Medical Power of Attorney, Directive to Physicians (Living Will), Authorization for Release of Protected Health Information and Identification Card for each trustmaker;

   d) Preparation and drafting of Affidavit of Trust and Certificate of Trust.

4. Audio cassette explaining trust and trust diagram.

TOTAL DUE: $1,200.00

THANK YOU

THE RESTATEMENT OF

THE BRUNSTING FAMILY

LIVING TRUST

Prepared By

Albert E. Vacek, Jr.

The Vacek Law Firm, PLLC

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V&F 001952

THE RESTATEMENT OF
THE BRUNSTING FAMILY LIVING TRUST

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

This restatement of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas.

We now wish to restate that original trust agreement and any amendments thereto, in their entirety.

This restatement, dated January 12, 2005, shall replace and supersede our original trust agreement ad all prior amendments.

We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

Our trust may also be known as:

ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

Name	
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY RILEY	August 7, 1963

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

V&F 001955

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals will serve as Co-Trustees:

CARL HENRY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____.

Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and

accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of

said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be

paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In

the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and

payable under such contracts, other than those obligations set forth in this Article.

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee, in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;

2. Our residence shall be designed or adapted for human residence;

3. Such property shall at all times be used as our residence;

4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;

5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;

6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and

7. This trust has acquired the property in an instrument of title that

a. describes the property with sufficient certainty to identify it and the interest acquired;

b. is recorded in the real property records of the county in which the property is located; and

c. is executed by one or both of us as Trustors or by our personal representatives.

Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder

and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of

under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

V&F 001985

Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

1. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

2. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

3. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan," our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

V&F 001994

b. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. Distributions from the Personal Representative

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

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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

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At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

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.

iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and

conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes.

However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last

will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net

income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this

general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount.

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close

friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad

managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other

hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when

the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.
The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee
Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for

inspection or audit only by current, mandatory income beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is entitled to receive a present, mandatory income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but

the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held

in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

V&F 002039

Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "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.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.
The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to

set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Notary Public, State of Texas

BRUNSTING
January 12, 2005
ELMER HENRY BRUNSTING
ELMER H. BRUNSTING
NELVA ERLEEN BRUNSTING
NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079
(713) 464-4391
Harris
HARRIS
May 24, 1946
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

First, CARL HENRY BRUNSTING
Second, AMY RUTH TSCHIRHART
Third, CANDACE LOUISE CURTIS

1/5
her
1/5
her
1/5
his
1/5
her
1/5
her

CAROL A. BRUNSTING
5822 Jason

Houston, Texas 77074
(713) 981-5260 or (281) 514-7491
CARL H. BRUNSTING
5629 Flack Drive
Houston, Texas 77081
(713) 778-0137 or (713) 522-2778
282-32-8905
481-30-4685
Houston
Brunsting
Elmer H. Brunsting
9:00 a.m.

Tuesday
September 29, 1921
October 8, 1926